

ARTICLE 11
BARGAINING AGREEMENT TRAINING

11.1 Purpose. It is to the benefit of the Parties that those local representatives of both the Employer and the Union responsible for the day-to-day administration of this Agreement have a common understanding from which to begin its administration.

11.2 Training Responsibilities. Within ninety (90) calendar days of the date that the agreement is signed the Employer and the Union will initiate a bargaining agreement training program. The Union will ensure that training is provided to current Shop Stewards, and the Employer will ensure that training is provided to managers and supervisory staff.

11.3 Shop Steward Training. To accomplish the foregoing, the Union shall present the trainings to current Shop Stewards at all institutions. The Employer agrees to release all Shop Stewards in order for them to attend training. At each institution, one training shall be scheduled on each shift to last no longer than two (2) hours. This training will be considered time worked for those Shop Stewards who are on duty. Shop Stewards who voluntarily attend training during off-duty hours will not be compensated. The Union shall give fourteen (14) calendar days advance notice of the trainings to the Department of Corrections Labor Relations Office, and the trainings shall be scheduled at a mutually agreeable time.

Tentative Agreement, May 20, 2004

Employer _____

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ARTICLE 19
BID SYSTEM

19.1 Definitions. For purposes of this Article only the following definitions apply:

- A. Assigned Positions: Positions filled by other than a bid.
- B. Bid Eligibility: An employee will be eligible to bid at the time he or she complete their probationary and/or trial service period within their current classification.
- C. Bid Positions: Positions filled as a result of a bid.
- D. Bid System: A process allowing employees with permanent status to submit bids to positions within their employing institution in the same job classification in which they currently hold permanent status or have previously held status.
- E. Operational Need: A circumstance encompassing one (1) or more of the following:
 - 1. Training;
 - 2. Safety, where the continued assignment of an employee in a position is considered a threat to the safety of the employee or others;
 - 3. When there is a need to balance the skills or experience of staff in a particular area.
 - 4. An emergency, such as a fire, riot or disturbance.

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5. Assignment of off-site or overnight inmate crew response to such things as flood control, forest fire, etc.
6. Documented medical reasons that necessitate the reassignment of the employee. The duration of the reassignment shall be determined by a physician's medical statement indicating how long the employee should be reassigned. The Employer will require a release from a physician prior to the employee returning to his/her former position.
7. Special qualifications for particular tasks, such as translation of foreign languages or gender searches.
8. Employee investigations where it is necessary to temporarily reassign an employee pending investigation of a charge of misconduct and pending any resolution of a finding of misconduct against the employee.
9. Documented performance deficiencies where the employee has a demonstrable inability to perform the job after receiving the training necessary to perform the job.
10. Litigation against or relating to the employee where it is necessary to reassign an employee to avoid difficulties in the defense of the litigation.

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11. Rotational assignment out of Intensive Management, Segregation, or Mental Health Units.
12. To correct a supervisor-subordinate (to include the entire chain of command) nepotism relationship.
13. Failure to maintain compliance with statewide minimum standards of the position.
14. Court order necessitating the reassignment of a staff member.

F. Position: A particular combination of post, shift and days off.

G. Post:

1. Single or individual assignments with a defined set of job duties;

OR

2. Inmate living units including intensive management units, segregation, and mental health units.

These duties may be common to one or more employees working at one or more locations.

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19.2 Components of a Bid. Bids shall indicate the employee’s choice of shift, post and days off, the position number of the desired position, and job classification. Employees shall be responsible for the accuracy of their bids. Each bid shall remain active for a period of one (1) year from the date submitted by the employee.

19.3 Submittal and Withdrawal of Bids. Employees may withdraw their bids, in writing, at any time prior to the referral. Any bids submitted subsequent to the date and time a vacancy is considered to have occurred shall not be considered for that vacancy, except as provided for in Section 19.4 of this Agreement.

19.4 New Position or Reallocated Positions. When a position is established or a vacant position is reallocated, the position must be posted for seven (7) calendar days for the submission of bids by eligible employees.

- 19.5 Vacancy Defined.** For purposes of this Article, a vacancy occurs when:
- A. An employee notifies management, in writing, that he or she intends to vacate his/her position; or
 - B. Local management notifies an employee, in writing, that the employee will be removed from his or her position; or
 - C. Local management notifies a Correctional Officer 1 that he or she is being reassigned to a different position; or
 - D. A position’s assigned days off change by one (1) or more days, or post changes; or shift hours change by more than two (2) hours. In these cases,

1 if the position is filled by an employee on a bid at the time of the change,
2 the incumbent may elect to remain in the position and shall retain his or
3 her bid rights. If the incumbent elects not to remain in the position, he or
4 she will be reassigned to a vacant position, and their bid eligibility
5 restored. The vacated position will be posted for seven (7) calendar days.
6 In those cases where there is more than one (1) vacant position, the
7 incumbent under this section shall have the right to choose the vacant
8 positions he or she wishes to be assigned. If there is more than one
9 incumbent under this section, the incumbents will be permitted to choose
10 among the vacant positions in order of seniority.
11

12 **19.6 Awarding a Bid.** Except as provided in Article 19.5(D), above, whenever
13 a permanent vacancy occurs, the Appointing Authority or designee shall review the bids
14 to determine if any employee with bid eligibility has submitted a bid for the new or
15 vacated position. The Appointing Authority or designee will consider all bids in order of
16 seniority. If the vacant position has any bona fide special requirements or qualifications,
17 only those employees who meet the required criteria shall be considered for the position.
18 The senior employee who has the skills and abilities necessary to perform the duties of
19 the bid position shall be appointed to the position. Each senior employee considered, but
20 not appointed, shall be notified in writing of the reason(s) he or she was not appointed.
21 In those cases where referrals are requested on multiple positions at the same time, and an
22 employee is the senior employee on more than one (1) position, the affected employee
23 shall be provided the opportunity to select the position he/she will be awarded. If the
24 senior employee is not available within a twenty-four (24) hour period, the decision will
25 be made by the drawing of a lot with the shop steward present.
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1 **19.7 Segregation, Intensive Management, and Mental Health Units.**

2 Employees may submit a bid or voluntary demotion bid to a Segregation Unit, Intensive
3 Management Unit, or Mental Health Unit utilizing the bid system.

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5 A. Providing they meet the following criteria, employees who submit a bid or
6 voluntary demotion request shall be considered for assignment into a
7 position in a Segregation Unit, Intensive Management Unit, or Mental
8 Health Unit:

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10 1. The employee has demonstrated the skills, aptitude, and overall
11 suitability for such work; and

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13 2. There are no reductions-in-pay, suspensions or demotions within
14 the last year in the personnel file; and

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16 3. There is no pending disciplinary action, involving reductions-in-
17 pay, demotions or suspensions.

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19 B. This sub-article applies to all full time positions within a Segregation Unit,
20 Intensive Management Unit, Mental Health Unit, and/or positions
21 assigned to an Intensive Management Unit, Segregation Unit, or Mental
22 Health Unit for three (3) or more days during the workweek. The
23 Employer retains the right to permanently and/or temporarily reassign an
24 employee into and/or out of an Intensive Management Unit, Segregation
25 Unit, or Mental Health Unit. Such determination may include a fitness for
26 duty assessment.

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1 C. If an employee who has bid for the position is not selected, the reason will
2 be provided, in writing, to the affected employee.
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4 **19.9 Bid Commitment.** When an employee has been awarded a bid, the
5 employee will be committing himself/herself to request no other bids for a minimum of
6 six (6) months. The six (6) month period will begin on the date the employee is awarded
7 his/her bid. At time of notification of selection, all other active bids the employee has on
8 file will be removed from the bid system. However, if after transfer the shift, post, or
9 days off of the position are unilaterally changed or if the position is eliminated the
10 employee will again be eligible to bid.
11

12 **19.10 Permanent Bid Exchange.** Nothing in this procedure precludes
13 employees the right to permanently exchange bid positions provided:
14

15 (A) The bid exchange is voluntary, and is requested and agreed to in writing
16 by both employees; and
17

18 (B) There are no bids by any employee on either position, and
19

20 (C) The Appointing Authority or designee has approved the bid exchange in
21 writing.
22

23 **19.11 CO1 Training Program.** The Correctional Officer 1 in-training program
24 will be managed utilizing only those positions filled by staff in assigned positions.
25

26 **19.12 Temporary Reassignment.** Nothing in this procedure shall preclude
27 Management from temporarily reassigning an employee(s) to other position(s) if an
28 operational need arises. Assignments made for operational need shall be designed to

1 have the least adverse affect on the employee, and shall not be made for the purpose of
2 avoiding the requirements of the bid system. Management shall provide any reassigned
3 employee with a written statement as to the reason(s) for the reassignment.

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5 **19.13 Placement During Temporary Reassignment.** Whenever it is necessary
6 to temporarily reassign an employee for operational need, placement in a position which
7 accommodates the purpose(s) for reassignment will be achieved in the order of:

8
9 (A) With the mutual agreement of Management, employees may volunteer to
10 temporarily exchange bid positions;

11
12 (B) Vacant position for which there is no bid;

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14 (C) Assigned position;

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16 (D) Bid position.

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18 If none of the above provides a position for the displaced employee and it is necessary to
19 displace an employee in a bid position for purposes of resolving an operational need as
20 provided in 19.1(E), the displacement will be temporary and provide the least adverse
21 impact on the displaced employee. Bid position displacements will normally be unique
22 and extraordinary; will be in order of inverse seniority, and will occur only after
23 exhausting steps A, B, and C of 19.13. No temporary assignment will delay the award of
24 a bid.

25
26 **19.14 Permanent Reassignment.** Nothing in this procedure shall preclude
27 Management from permanently reassigning an employee to another position provided the
28 employee is notified, in writing, of the reason(s) for the reassignment. A permanent
29 reassignment is an extraordinary action. In order for an involuntary permanent

1 reassignment to be made, either operational need must exist for the reassignment, or there
2 must exist reasons for the reassignment, which effectively preclude the employee from
3 performing his/her bid position. An employee on Leave Without Pay for ten (10) or more
4 consecutive work days (except those placed on Leave without Pay as a result of an illness
5 or injury compensable under the worker's compensation system or on Family Medical
6 Leave) and/or receiving shared leave for ten (10) or more consecutive work days, or a
7 combination thereof may be reassigned and shall have his/her bid requests suspended
8 until s/he returns to work.

9
10 **19.15 New, Expansion and/or Consolidation of Facilities.** Management and
11 the Union agree that in cases of new institutions, institution expansions, or consolidation
12 of institutions that result in the creation of additional positions or consolidation of rosters,
13 the provisions of Article 19 may be modified utilizing the provision outlined in Article 5
14 of this Agreement.

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16 **19.16 Project and Temporary Positions.** This Article does not apply to the
17 filling of project and/or temporary positions.

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ARTICLE 49

CLASSIFICATION

49.1 Classification Plan Revisions. The Employer will provide to the Union in writing any proposed changes to the classification plan, including descriptions for newly created classifications. The parties may then meet to discuss the assignment of new bargaining unit classes or the reassignment of existing bargaining unit classes to pay ranges. The Employer will assign newly created positions to the appropriate classification within the classification plan.

49.2 Position Review. An individual employee who believes that the duties of his or her position have changed, or that his or her position is improperly classified may request a review according to the following procedure:

- A. The employee and or the employee's immediate supervisor will complete and sign the appropriate form.
- B. The supervisor will then send the completed form to the Local Human Resources Office. The Local Human Resources Office will review the completed form. A decision regarding appropriate classification will then be made by the Agency.
- C. In the event the employee disagrees with the reallocation decision of the Agency, or if the employee wishes to challenge any reallocation decision initiated by the Employer, he or she may appeal the Agency decision to the Director of the Department of Personnel within thirty (30) calendar days of being provided the results of a position review or the notice of

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1 reallocation. The Director of the Department of Personnel will then make
2 a written determination which will be provided to the employee.

3 **D.** The employee may appeal the determination of the Director of the
4 Department of Personnel to the Personnel Appeals Board through
5 December 31, 2005 and to the Washington Personnel Resources Board
6 after December 31, 2005 within thirty (30) calendar days of being
7 provided the written decision of the Director of Personnel. The
8 appropriate board will render a decision which will be final and binding.

9 **E.** The effective date of a reallocation resulting from an employee request for
10 a position review is the date the request was filed with the Agency.

11
12 **49.3 Effect of Reallocation.**

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14 **A. Reallocation To A Class With A Higher Salary Range.** If the employee
15 has performed the higher-level duties for at least twelve (12) months and
16 meets the skills and abilities required of the position, the employee will
17 remain in the position and retain existing appointment status. If the
18 reallocation is the result of a change in the duties of the position and the
19 employee has not performed the higher-level duties for at least twelve (12)
20 months, the Employer must give the employee the opportunity to compete
21 for the position if he or she possesses the required skills and abilities. If
22 the employee is not selected for the position, or does not have the required
23 skills and abilities, the layoff procedure specified in Article 31 of this
24 Agreement applies. If the employee is appointed, he or she must serve a
25 trial service period.
26

1 **B. Reallocation To A Class With An Equal Salary Range.** If the
2 employee does not meet the skills and abilities requirements of the
3 position, the layoff procedure specified in Article 31 of this Agreement
4 applies.

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6 **C. Reallocation To A Class With A Lower Salary Range.** If the employee
7 meets the skills and ability requirements of the position, the employee
8 retains existing appointment status and has the right to be placed on the
9 Employer's internal layoff list for the classification occupied prior to the
10 reallocation. If the employee does not meet the skills and abilities
11 requirements of the position, the layoff procedure specified in Article 31
12 of this Agreement applies.

13

14 **49.4 Salary Impact of Reallocation.** An employee whose position is
15 reallocated will have his or her salary determined as follows:

16

17 **A. Reallocation To A Class With A Higher Salary Range.** Upon
18 appointment to the higher class the employee's base salary will be
19 increased as follows:

- 20 1. Employees promoted to a position in a class whose range is less than
21 six (6) ranges higher than the range of the former class will be
22 advances to a step of the range for the new class, which is nearest to
23 five percent (5%) higher than the amount of the pre-promotional step.
- 24 2. Employees promoted to a position in a class whose range is six (6) or
25 more ranges higher than the range of the former class will be advanced
26 to a step of the range for the new class, which is nearest to ten percent
27 (10%) higher than the amount of the pre-promotional step.

Tentative Agreement, August 18, 2004 – Page 3

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B. Reallocation To A Class With An Equal Salary Range. The employee retains his or her previous base salary.

C. Reallocation To A Class With A Lower Salary Range. The employee will be paid an amount equal to his or her current salary provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will continue to be compensated at the salary he or she was receiving prior to the reallocation downward, until such time as the employee vacates the position or his or her salary falls within the new salary range.

49.5 No Grievance Procedure. Decisions regarding appropriate classification shall be reviewed in accordance with Article 49.2, and will not be subject to the grievance and arbitration procedure specified in this Agreement.

Employer _____
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ARTICLE _____
COMPENSATION

X.1 Pay Range Assignments

- A. Effective July 1, 2005, each classification represented by the Union will continue to be assigned to the same salary range of the "Washington State Salary Schedule for General Government and Higher Education – Effective July 1, 2001" (State Salary Schedule) as it was assigned on June 30, 2005. Effective July 1, 2005, each employee will continue to be assigned to the same range and step of the State Salary Schedule that he or she was assigned on June 30, 2005.
- B. Effective July 1, 2005, all salary ranges and steps of the State Salary Schedule will be increased by 3.2%, as shown in Compensation Appendix A, attached.
- C. Effective July 1, 2006, all salary ranges and steps of the State Salary Schedule which will become effective on July 1, 2005 will be increased by 2.9%, as shown in Compensation Appendix B, attached. This State Salary Schedule will remain in effect for twelve (12) months. At 11:59 p.m. on June 30, 2007, the July 1, 2005 State Salary Schedule shown in Compensation Appendix A will become effective.
- D. Employees who are paid above the maximum for their range on the effective dates of the increases described in B and C above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

X.2 "N" Pay Range Assignments

- A. Effective July 1, 2005, each classification represented by the Union will continue to be assigned to the same salary range of the "N Range Salary Schedule – Effective July 1, 2002" as it was assigned on June 30, 2005. Effective July 1,

2005, each employee will continue to be assigned to the same range and step of the "N" Range Salary Schedule that he or she was assigned on June 30, 2005.

B. Effective July 1, 2005, all salary ranges and steps of the "N" Range Salary Schedule will be increased by 3.2%, as shown in Compensation Appendix C, attached.

C. Effective July 1, 2006, all salary ranges and steps of the "N" Range Salary Schedule which will become effective on July 1, 2005 will be increased by 2.9%, as shown in Compensation Appendix D, attached. This State Salary Schedule will remain in effect for twelve (12) months. At 11:59 p.m. on June 30, 2007, the July 1, 2005 "N" Range Salary Schedule shown in Compensation Appendix C will become effective.

D. Employees who are paid above the maximum for their range on the effective dates of the increases described in B and C above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

X.3 Salary Survey to 25% of Prevailing Rate

Effective July 1, 2005, salaries for classifications found to be more than 25% behind prevailing rate, in accordance with the Department of Personnel's 2002 Salary Survey, will be brought to within 25% of prevailing rate as listed in Appendix E.

X.4 Pay for Performing the Duties of a Higher Classification

A. An employee who is designated, in writing, by the Employer to assume the duties of a higher classification for three (3) consecutive calendar days or more to a higher level classification whose range is less than six (6) ranges higher than the range of the former class will be notified in writing and will be advanced to a step of the range for the new class, which is nearest to five percent (5%) higher than the amount of the pre-promotional step.

1 B. An employee who is designated, in writing, by the Employer to assume the duties
2 of a higher classification for three (3) consecutive calendar days or more to a higher
3 level classification whose range is six (6) or more ranges higher than the range of the
4 former class will be notified in writing and will be advanced to a step of the range for
5 the new class, which is nearest to ten percent (10%) higher than the amount of the
6 pre-promotional step.
7

8 C. Unless other on-duty employees are unavailable to work in the higher classification, an
9 employee may refuse an assignment to work in the higher classification, except in those
10 positions where the classification specification allows for the assignment of such duties.
11

12 **X.5 Establishing Salaries for New Employees and New Classifications**

13 A. The Employer will assign newly hired employees to the appropriate range and step of
14 the appropriate State Salary Schedules as described in X.1 and X.2.

15 B. The salary of employees in classes requiring licensure as a registered nurse will be
16 governed by the "N" Range Salary Schedule.

17 1. An employee's experience as a registered nurse (RN) and/or licensed practical
18 nurse (LPN), calculated as follows, will determine the placement of an
19 employee on the proper step within an "N" range:

20 a. RN experience will be credited year for year.

21 b. Up to ten (10) years LPN experience will be credited at the rate of two (2)
22 years LPN experience equals one (1) year of RN experience, for a
23 maximum credit of five (5) years.

24 C. In the event the Employer creates new classifications during the term of this
25 agreement, the parties may meet to discuss the assignment of new bargaining unit
26 classes or the reassignment of existing bargaining unit classes to pay ranges.

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2 **X.6 Periodic Increases**

3 Employees will receive periodic increases as follows:

4 A. Employees who are hired at the minimum step of the pay range will receive a two
5 (2) step increase to base salary following completion of six (6) months of service,
6 and an additional two (2) step increase annually thereafter, until they reach the top
7 of the pay range. Employees governed by the "N" range salary schedule that have
8 reached step K, will receive a one step increase based on years of experience up to
9 the maximum of the range.

10
11 B. Employees who are hired above the minimum step of the salary range will receive a
12 two (2) step increase annually, on their hire date, until they reach the top of the pay
13 range.

14
15 C. Employees in classes that have pay ranges shorter than a standard range will
16 receive their periodic increases at the same intervals as employees in classes with
17 standard ranges in accordance with A, above.

18
19 **X.7 Salary Assignment Upon Promotion**

20 A. Employees promoted to a position in a class whose range is less than six (6) ranges
21 higher than the range of the former class will be advanced to a step of the range for
22 the new class, which is nearest to five percent (5%) higher than the amount of the
23 pre-promotional step.

24
25 B. Employees promoted to a position in a class whose range is six (6) or more ranges
26 higher than the range of the former class will be advanced to a step of the range for
27 the new class, which is nearest to ten percent (10%) higher than the amount of the
28 pre-promotional step.

29
30 **C. Geographic Adjustments**

31 The appointing authority may authorize more than the step increases specified in

1 A and B, above, when an employee's promotion requires a change of residence to
2 another geographic area to be within a reasonable commuting distance of the new
3 place of work. Such an increase may not result in a salary greater than the range
4 maximum.

5 D. Promotions for Registered Nurse's

6 1. Promotional increases for classes requiring licensure as a registered nurse ("N"
7 ranges) are calculated in the manner described below.

8 2. An employee who is promoted into or between classes, which have pay range
9 "N" will advance to the step in the new range, as shown in the "N" Range Salary
10 Schedule, as described in X.2, which represents the greater of (a), (b) or (c)
11 below.

12 a. Placement on the step which coincides with the employee's total length of
13 experience as a registered nurse (RN) and/or licensed practical nurse (LPN).
14 Experience will be credited as follows:

15 1. RN experience will be credited year for year.

16 2. Up to ten (10) years LPN experience will be credited at the rate of two
17 (2) years LPN experience equals one (1) year of RN experience, for a
18 maximum credit of five (5) years.

19 **Or**

20 b. Placement on the step of the new range, which is nearest to a minimum of
21 five percent (5%) higher than the amount of the pre-promotional step. The
22 appointing authority may authorize more than a five percent (5%) increase,
23 but the amount must be on a step within the salary range for the class.

24 **Or**

1 c. The appointing authority will advance an employee who is promoted under
2 any one or more of the following conditions to the step of the range for the
3 new class, which is nearest to a minimum of ten percent (10%) higher than
4 the amount of the pre-promotional step. The appointing authority may
5 authorize more than a ten percent 10% increase, but the amount must be on
6 a step within the salary range for the class.

7 1. When the employee is promoted to a class whose base range is six (6)
8 or more ranges higher than the base range of the employee's former class.

9 2. When the employee is promoted over an intervening class in the same
10 class series.

11 3. When the employee is promoted from one (1) class series to a higher
12 class in a different series and over an intervening class in the new series,
13 which would have represented a promotion.

14 4. When an employee's promotion requires a change of residence to
15 another geographic area to be within a reasonable commuting distance of the
16 new place of work.

17 **X.8 Demotion**

18 An employee who voluntarily demotes to another position with a lower salary range
19 maximum will be placed in the new range at a salary equal to his or her previous base
20 salary. If the previous base salary exceeds the new range, the employee's base salary
21 will be set equal to the new range maximum.

22
23 **X.9 Transfer**

24 A transfer is defined as an employee-initiated move of an employee from a position to
25 another position within or between agencies in the same class or a different class with
26 the same salary range maximum. Transferred employees will retain their current base
27 salary.

X.10 Reassignment

Reassignment is defined as an agency-initiated move of an employee within the agency from one position to another in the same class or a different class with the same salary range maximum. Upon reassignment, an employee retains his or her current base salary.

X.11 Reversion

Reversion is defined as voluntary or involuntary movement of an employee during the trial service period to the class the employee most recently held permanent status in, to a class in the same or lower salary range, or separation placement onto the employer's internal layoff list. Upon reversion, the base salary the employee was receiving prior to promotion will be reinstated.

X.12 Elevation

Elevation is defined as restoring an employee to the higher classification, with permanent status, which was held prior to being granted a demotion or to a class that is between the current class and the class from which the employee was demoted. Upon elevation, an employee's salary will be determined in the same manner that is provided for promotion, subsection X.8, above.

X.13 Part-Time Employment

Monthly compensation for part-time employment will be pro-rated based on the ratio of hours worked to hours required for full-time employment. In the alternative, part-time employees may be paid the appropriate hourly rate for all hours worked.

X.14 Callback

A. Scheduled work period employees who are not notified prior to their scheduled quitting time, either to return to work after departing the work site or to change the starting time of their next scheduled work shift, will receive three (3) hours of pay at their basic salary, in addition to all other compensation due.

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2 B. Work site is defined as the employees' location(s) when the assigned work shift
3 has begun until the work shift has ended; and when required, the employee is
4 properly relieved.

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6 C. Scheduled work period employees will not be entitled to call back pay due to late
7 relief. Once the Employer learns of a situation involving late relief, the Employer
8 will notify the affected employee(s) as soon as possible.

9
10 D. Employees that are assigned to work overtime as a result of signing up on the
11 volunteer sign-up list will not be entitled to call back compensation.

12
13 **X.15 Shift Premium**

14 A. For purposes of this section, the following definitions apply:

- 15 1. Evening shift is a work shift of eight (8) or more hours which ends at or after
16 10:00 p.m.
17 2. Night shift is a work shift of eight (8) or more hours which begins by 3:00 a.m.

18
19 B. A basic shift premium of \$0.50 per hour will be paid to full-time employees under
20 the following circumstances:

- 21 1. Regularly scheduled evening and night shift employees are entitled to shift
22 premium for all hours worked.
23
24 2. Regularly scheduled day shift employees are not entitled to shift premium
25 unless:
26
27 a. The employee's regular or temporary scheduled work shift includes hours
28 after 6:00 p.m. and before 6:00 a.m. where no overtime, schedule change pay, or

1 callback compensation is received. Shift premium is paid only for those hours
2 actually worked after 6:00 p.m. and before 6:00 a.m.

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4 b. The employee is temporarily assigned a full evening or night shift where
5 no overtime, schedule change pay, or callback compensation is received. Shift
6 premium is paid only for all evening or night shift hours worked in this
7 circumstance.

8
9 3. Employees regularly scheduled to work at least one (1), but not all, evening
10 and/or night shifts are entitled to shift premium for those shifts. Additionally,
11 these employees are entitled to shift premium for all hours adjoining that
12 evening or night shift which are worked.

13
14 C. Part-time and on-call employees will be entitled to basic shift premium under the
15 following circumstances:

16
17 1. For all assigned hours of work after 6:00 p.m. and before 6:00 a.m.

18
19 2. For assigned full evening or night shifts, as defined in sub-section B.2 above.

20
21 D. In cases where shift premium hours are regularly scheduled over a year, agencies
22 may pay shift premium at a monthly rate which is equal for all months of the year.
23 Monthly rates will be calculated by dividing twelve into the amount of shift
24 premium an employee would earn in a year if the hourly rules in sub-section B.2 of
25 this section were applied.

26
27 E. When an employee is compensated for working overtime during hours for which
28 shift premium is authorized in this section, the overtime rate shall be calculated
29 using the "regular rate".
30

F. Employees eligible for shift premium for their regularly scheduled shifts will receive the same proportion of shift premium for respective periods of authorized paid leave and for holidays not worked which fall within their regularly scheduled shift.

X.16 Shift Premium for Registered Nurses and Related Classes

Registered nurses 1-4 and related job classes requiring licensure as a registered nurse, licensed practical nurse 1-3, mental health licensed practical nurse 2-4, and psychiatric security nurse will receive \$1.50 an hour shift differential for evening shift and night shift work.

X.17 Supplemental Shift Premium for Nurses

For the classes of registered nurse 1-4 and related job classes requiring licensure as a registered nurse, supplemental shift premium will be paid in the amounts and under the conditions described below. Employees may qualify for one or both of these supplemental shift premiums.

A. \$1.00 an hour during any hours assigned to work or while on paid leave from 11:00 p.m. until 7:00 a.m.

B. \$3.00 an hour during any hours worked or while on paid leave from Friday midnight to Sunday midnight.

C. Supplemental shift premiums are payable regardless of employment status and/or whether the work was prescheduled.

D. Supplemental shift premiums are not payable during hours other than those specified.

X.18 Standby

Tentative Agreement – September 12, 2003

Employer _____

Union _____

1 A. An overtime eligible employee is in standby status while waiting to be engaged to
2 work by the Employer and both of the following conditions exist:

- 3 1. The employee is required to be present at a specified location or is
4 immediately available to be contacted. The location may be the employee's
5 home or other specific location, but not a work site away from home. When
6 the standby location is the employee's home, and the home is on the same
7 state property where the employee works, the home is not considered a work
8 site.
9 2. The agency requires the employee to be prepared to report immediately for
10 work if the need arises, although the need might not arise.

11 B. Standby status will not be concurrent with work time.

12 C. When the nature of a work assignment confines an employee during off duty hours
13 and that confinement is a normal condition of work in the employee's position,
14 standby compensation is not required merely because the employee is confined.

15 D. Employees on standby status will be compensated at a rate of seven percent (7%) of
16 their hourly base salary for time spent in standby status.
17

18 E. Employees dispatched to emergency fire duty as defined by RCW 38.52.010 are not
19 eligible for standby pay.
20

21 **X.19 Relocation Compensation**

22 A. The Employer may authorize lump sum relocation compensation, within existing
23 budgetary resources, under the following conditions:

- 24 1. When it is reasonably necessary that a person make a domiciliary move in
25 accepting a reassignment or appointment; or
26

2. It is necessary to successfully recruit or retain a qualified candidate or employee who will have to make a domiciliary move in order to accept the position.

B. If the employee receiving the relocation payment terminates or causes termination of his or her employment with the state within one year of the date of employment, the state will be entitled to reimbursement for the moving costs which have been paid and may withhold such sum as necessary from any amounts due the employee. Termination as a result of layoff, or disability separation will not require the employee to repay the relocation compensation.

X.20 Salary Overpayment Recovery

A. When an agency has determined that an employee has been overpaid wages, the agency will provide written notice to the employee which will include the following items:

1. The amount of the over payment
2. The basis for the claim
3. The rights of the employee under the terms of this Agreement.

B. Method of Payback

The employee has the following options for paying back the overpayment:

1. Voluntary wage deduction
2. Cash
3. Check

The employee will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made.

C. Appeal Rights

Any dispute concerning the occurrence or amount of the overpayment will be

resolved through the Grievance Procedure, Article X, of this Agreement.

X.21 Assignment Pay Provisions

Assignment pay is a premium added to base salary and is intended to be used only as long as the skills, duties, or circumstances it is based on are in effect.

A. An employer may grant assignment pay to a position to recognize specialized skill, assigned duties, and/or unique circumstances that exceed the ordinary. The employer determines which positions qualify for the premium.

B. Classes approved for Assignment Pay have the letters "AP" appearing after their class title in the compensation plan. All Assignment Pay rates and Special Pay Ranges and Notes are attached as Compensation Appendices D and E to this agreement.

X.22 Dependent Care Salary Reduction Plan

The Employer agrees to maintain the current dependent care salary reduction plan that allows eligible employees, covered by this Agreement, the option to participate in a dependent care reimbursement program for work-related dependent care expenses on a pretax basis as permitted by Federal tax law or regulation.

X.23 Pretax Health Care Premiums

The Employer agrees to provide eligible employees with the option to pay for the employee portion of health premiums on a pretax basis as permitted by Federal tax law or regulation.

X.24 Medical/Dental Expense Account

Effective January 2006, the Employer agrees to allow insurance eligible employees, covered by this Agreement, to participate in a medical and dental expense reimbursement program to cover co-payments, deductible and other medical and dental expenses, if

1 employees have such costs, or expenses for services not covered by health or dental
2 insurance on a pretax basis as permitted by Federal tax law or regulation.
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Tentative Agreement – September 12, 2003

Employer _____

Union _____

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ARTICLE _____
CONTRACTING

~~The Employer will determine which agency services will be subject to competitive contracting and which services will be implemented in accordance with RCW 41.06.142, Department of General Administration WAC XXX-XX-XXX, and Department of Personnel WAC 357-XX-XXX.~~

ARTICLE 8

DISCIPLINE

8.1 Just Cause. The Employer will not discipline any permanent employee without just cause.

8.2 Forms of Discipline. Discipline includes oral and written reprimands, reductions in pay, suspensions, demotions and discharges.

8.3 Investigation Process. All agency policies regarding investigatory procedures related to alleged staff misconduct are superseded. The employee conduct report (ECR) process will no longer be utilized. The Employer has the authority to determine the method of conducting investigations, subject to the just cause standard. Investigations will be completed in a timely manner.

8.4 Work Assignment. An employee accused of misconduct shall not be removed from his/her existing work assignment unless there is a safety/security concern, including security issues due to any allegation that involves a conflict between staff.

8.5 Home Assignment. Any employee assigned to home as a result of a disciplinary investigation, and who would otherwise be available to work, will be placed and maintained on paid leave for the duration of the home assignment.

Employer

Union

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2 **8.6 Notification of Charges.** Prior to imposing discipline, except oral or
3 written reprimands, the Employer will inform the employee of the reasons for the
4 contemplated discipline and an explanation of the evidence. Upon request, an employee
5 may also have a union representative at a pre-disciplinary meeting, if held. The employee
6 will be provided an opportunity to respond either at a meeting scheduled by the Employer,
7 or in writing if the employee prefers.

8

9 **8.7 Interview.** Upon request, an employee has the right to a union
10 representative at an investigatory interview called by the Employer, if the employee
11 reasonably believes discipline could result. If the requested representative is not
12 reasonably available, the employee will select another representative who is available.
13 Employees seeking representation are responsible for contacting their representative. The
14 role of the representative is to provide assistance and counsel to the employee. The
15 exercise of rights in this Article must not interfere with the Employer's right to conduct
16 the investigation.

17

18 **8.8 Grievance Processing.** Disciplinary action is subject to the grievance
19 procedure set forth in Section 9.2. Grievances relating to oral and written reprimands
20 may be processed only through the Grievance Resolution Panel of the grievance
21 procedure set forth in Section 9.3 and are not subject to arbitration.

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ARTICLE 47

DRUG AND ALCOHOL FREE WORKPLACE

47.1 Drug and Alcohol Free Workplace. All employees must report to work in a condition fit to perform their assigned duties unimpaired by alcohol or drugs.

47.2 Possession of Alcohol and Illegal Drugs. Employees may not use or possess alcohol in state vehicles, on agency premises or other governmental or private worksites where employees are assigned to conduct official state business except when the premises are considered residences. The unlawful use, possession, delivery, dispensation, distribution, manufacture or sale of drugs in state vehicles, on agency premises, or on official business is prohibited.

47.3 Prescription and Over-the-Counter Medications. Employees taking physician-prescribed or over-the-counter medications, if there is a substantial likelihood that such medication will affect job safety, must notify their supervisor or other designated official of the fact that they are taking a medication and the side effects of medication.

47.4 Drug and Alcohol Testing.

A. DOT Testing. Employees required to have a Commercial Driver's License (CDL) are subject to drug and alcohol testing in accordance with the U.S. Department of Transportation rules or the Federal Omnibus Transportation Employee Testing Act of 1991. The testing shall be conducted in accordance with agency policy, and subject to the provisions of this Article.

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B. All Other Testing. All prospective and current employees will comply with agency policy regarding pre-employment, post-accident, post-shooting, and reasonable suspicion testing.

47.5 Voluntary Request For Assistance.

A. An employee who requests assistance for a drug or alcohol problem will be afforded an opportunity to seek assistance from the Employee Advisory Service. If the assistance is requested prior to the employee providing a sample pursuant to testing, the employee will not be subject to discharge, unless other circumstances warrant such action.

B. Assessment and Treatment. The employee will be relieved from duty and placed on sick leave, vacation leave, or leave without pay pending completion of any initial chemical dependency assessment and successful completion of any in-patient chemical dependency rehabilitation program certified by the Division of Alcohol and Substance Abuse (DASA). If the assessment results in a recommendation for an out-patient treatment program, the employee will enter a return to work agreement before being allowed to return to work. An employee will be discharged if he or she refuses to participate in or successfully complete any DASA certified program.

C. Return To Work. Upon return to work after entering an out-patient program or successfully completing an in-patient rehabilitation program, the employee will be subject to random testing for a period of one (1) year. If the employee tests positive for drugs/alcohol during this period he or she will be discharged.

Employer _____

Union _____

1 **D. Release of Information.** Employees participating in such treatment will
2 agree to provide the Employer with a release of medical information
3 sufficient to ensure the employee's compliance with the requirements of
4 the rehabilitation program.

5
6 **47.6 Reasonable Suspicion Testing.**

7 **A. Standards.** Reasonable suspicion testing for alcohol or controlled
8 substances may be directed by the Employer for any employee when there is
9 reason to suspect that alcohol or controlled substance usage may be adversely
10 affecting the employee's job performance or that the employee may present a
11 danger to the physical safety of the employee or another.

12 **B. Specific Objective Grounds.** Specific objective grounds must be
13 stated in writing that support the reasonable suspicion. Examples of specific
14 objective grounds may include but are not limited to:

- 15 1. Physical symptoms consistent with controlled substance and/or
16 alcohol use;
17 2. Evidence or observation of controlled substance or alcohol use,
18 possession, sale, or delivery; or
19 3. The occurrence of an accident(s) where a trained manager or
20 supervisor suspects controlled substance/alcohol use may have
21 been a factor.

22
23 **C. Referral.** Referral for testing will be made on the basis of specific
24 objective grounds documented by a manager or supervisor who has completed the
25 training on detecting the signs/symptoms of being affected by controlled
26 substances/alcohol. The Appointing Authority or designee must approve the
27 testing.

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D. Testing. When reasonable suspicion exists, employees must submit to alcohol and/or controlled substance testing when required by the Employer. A refusal to test is considered the same as a positive test. When an employee is referred for testing, he or she will be removed immediately from duty and transported to the collections site. The cost of reasonable suspicion testing, including the employee's salary will be paid by the Employer.

E. Testing Procedures. Testing will be conducted by an outside, certified agency in such a way to ensure maximum accuracy and reliability by using the techniques, chain of custody procedures, equipment and laboratory facilities which have been approved by the U.S. Department of Health and Human Services. All employees notified of a positive controlled substance or alcohol test result may request an independent test of their split sample at the employee's expense. If the test result is negative the Employer will reimburse the employee for the cost of the split sample test.

F. Positive Test Result. A positive test result will be defined as any result regarded as positive under Department of Transportation standards. Except as provided in Section 47.5, an employee who has a positive alcohol test and/or a positive controlled substance test may be subject to disciplinary action, up to and including discharge.

47.6 Training. Training will be made available to all managers and supervisors. The training will include: the elements of the Employer's Drug and Alcohol Free Workplace Program; the effects of drugs and alcohol in the workplace; behavioral

Employer _____
Union _____

1 symptoms of being affected by controlled substances and/or alcohol; and rehabilitation
2 services available.

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Tentative Agreement, August 20, 2004 – Page 5

Employer _____

Union _____

ARTICLE _____

UNION RECOGNITION, UNION SECURITY AND DUES DEDUCTION

X.1 Recognition

This Agreement covers the employees in the bargaining units described in Appendix A, entitled "Bargaining Units Represented by the Teamsters Local Union No. 117," but it does not cover any statutorily excluded positions or any positions excluded in Appendix A. Job classifications and/or positions that have been historically included in the bargaining unit, that are created as a result of the expansion of an existing facility which is included within the bargaining unit, will be included in the bargaining unit.

X.2 Union Dues

When an employee provides written authorization to the Employer, the Union has the right to have deducted from the employee's salary, an amount equal to the fees or dues required to be a member of the Union. Union dues payroll deduction authorization cards submitted to the Employer and received by the payroll office by the tenth (10th) day of the month will have dues deducted beginning on the 25th pay date. Payroll deduction authorization cards submitted to the Employer and received by the payroll office by the twenty-fifth (25th) day of the month will have dues deducted beginning on the 10th pay date of the next month.

X.3 Union Security

All employees covered by this Agreement, will as a condition of employment, either become and remain members of the Union and pay membership dues or, as non-members, pay a fee as described in A, B, and C below no later than the 30th day following the effective date of this Agreement or the beginning of their employment.

A. Employees who choose not to become union members must pay to the Union an agency shop fee equal to the amount required to be a member in good standing of the Union.

Tentative Agreement – September 12, 2004

Employer _____

Union _____

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2 B. An employee who does not join the Union based on bona fide religious tenets, or
3 teachings of a church or religious body of which they are members, will make
4 payments to the Union that are equal to its membership dues, less monthly union
5 insurance premiums, if any. These payments will be used for purposes within the
6 program of the Union that are in harmony with the employee's conscience. Such
7 employees will not be members of the Union, but are entitled to all of the
8 representational rights of union members.
9

10 C. The Union will establish a procedure that any employee who makes a request may
11 pay a representation fee equal to a pro rata share of collective bargaining
12 expenses, rather than the full membership fee.
13

14 D. The Employer will inform new, transferred, promoted, or demoted employees
15 prior to appointment into positions included in the bargaining unit(s) of the
16 Union's exclusive recognition and the union security provision. The Employer
17 will furnish the employees appointed into bargaining unit positions with a dues
18 authorization form.
19

20 E. If an employee fails to meet the conditions outlined above, the Union will notify
21 the Employer and inform the employee that his or her employment may be
22 terminated.
23

24 **X.5 Dues Cancellation**

25 An employee may cancel his or her payroll deduction of dues by written notice to the
26 Employer and the Union. The cancellation will become effective on a pro rata basis for
27 the first payroll period following the 30-day cancellation period.
28

1 **X.6 Indemnification**

2 The Employer will be held harmless by the Union and employees for compliance with
3 this Article and any issues related to the deduction of dues and fees. In all such cases, the
4 Employer's reasonable attorney's fees will be paid by the Union.

6 **X.7 Non-Discrimination**

7 There will be no discrimination against any employee because of lawful Union
8 membership activity or status, or non-membership activity or status.

10 **X.8 New Employee Orientation**

11 When new employee orientation classes are held, the Union will be allowed thirty (30)
12 minutes of presentation time to speak to the class on matters concerning the right of
13 employees, responsibilities of the Union, and services available to the membership. The
14 thirty (30) minute presentation will be scheduled as the first order of business of the day
15 on which it is scheduled. The designated Business Representative will be notified of all
16 new employee orientation classes. The notice will be provided no later than fourteen (14)
17 calendar days prior to the presentation date. Within seven (7) calendar days of such
18 notice, the designated Business Representative will notify the local Appointing Authority
19 or designee of the name of the individual(s) who will be responsible for the presentation.
20 In those cases where a new employee orientation class is conducted at an institution, a
21 Business Representative an/or local shop steward will be responsible for the presentation.
22 The shop steward will experience no loss of salary nor will off-shift presentation time be
23 considered as "time worked" for purposes of computing call back or overtime. In those
24 cases where a new employee orientation class is conducted at a site other than an
25 institution, a Business Representative will be responsible for the presentation.

27 **X.9 Employee Status Report**

28 A. On a quarterly basis, the Employer will provide to the Union a list of all
29 employees in the bargaining units. The written list will contain the employee's
30 name, home mailing address, classification and seniority date.

31
Tentative Agreement – September 12, 2004

Employer _____

Union _____

- 1 B. On a monthly basis, the Employer will provide to the Union with a list of all
2 employees who have been appointed to, separated from, or promoted out of the
3 bargaining units. The written list will contain the employee's name, home
4 mailing address, classification, seniority date and effective date of the action.
5
6 C. The Union will maintain the confidentiality of all employee-mailing addresses.
7

Tentative Agreement – September 12, 2004

Employer _____

Union _____

ARTICLE 4
EMPLOYEE RIGHTS

4.1 Employee Liability. In the event an employee is subject to any legal action arising out of any actions taken or not taken by the employee in the performance of their duties, he or she has the right to request representation and indemnification through his or her agency in accordance with RCW 4.92.060 and 4.92.070 and agency policy.

4.2 Outside Employment. Employees may engage in off-duty employment provided that the employee has submitted a written request to the Employer and approval has been granted prior to engaging in such employment. Approval will be granted if the employment does not:

- A. Utilize Employer resources;
- B. Create undue financial obligations for the Employer;
- C. Interfere with proper performance of assigned duties; or
- D. Create a conflict of interest.

4.3 Privacy and Off-Duty Conduct. Employees have the right to privacy in their personal life and activities. However, the off-duty activities of an employee may be grounds for disciplinary action if said activities are a conflict of interest as set forth in RCW 42.52 or are detrimental to the employee's work performance or the program of the agency. Employees shall be required to report all arrests, criminal citations, and any court-imposed sanctions or conditions that may affect their fitness for duty to their Appointing Authority or designee within twenty-four (24) hours or prior to their scheduled work shift, whichever occurs first.

4.4 Personal Property Reimbursement. The Employer agrees to reimburse employees for personal property damaged in the proper performance of their duties in accordance with agency policy. The Employer will process damage claims without undue delay following receipt of the claim from the employee.

Employer _____

Union _____

ARTICLE 37
ENTIRE AGREEMENT

The Agreement expressed herein, in writing, constitutes the entire Agreement between the parties and any past practice or past agreement between the parties—whether written or oral—is null and void, unless specifically preserved in this Agreement. With regard to WACs 356 and 357, this Agreement preempts all subjects addressed, in whole or in part, by its provisions. This Agreement supersedes specific provisions of agency policies with which it conflicts. During the negotiations of the Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Nothing herein shall be construed as a waiver of the Union’s collective bargaining rights with respect to changes in matters, which are mandatorily negotiable under the law.

Employer _____

Union _____

1 **ARTICLE 18**

2 **EXTENDED DUTY ASSIGNMENTS**

3
4 **18.1 Off-Site Overnight Inmate Crew Response Assignments.** For those
5 institutions providing emergency off-site, overnight inmate crew response to such things
6 as forest fires, flood control, etc., assignments shall occur under the following process.

7 A. The Employer will assign qualified employees.

8 B. Each institution will maintain separate voluntary sign-up lists for each job
9 classification routinely assigned to off-site, overnight assignments.

10 C. The list will be maintained by seniority date.

11 D. The off-site, overnight assignment list will be established and begin on
12 January 1st of each year and end December 31st, beginning at the top of the list and
13 proceeding down in order except as outlined below:

14 1. When an employee accepts or declines an off-site, overnight
15 assignment, his or her name will be crossed off the list, and he or
16 she will not be considered again until every one else on the list has
17 either worked an assignment or declined the opportunity.

18
19 2. When the Employer is unable to reach an employee, the employee
20 will not lose their place in order on the list.

21
22 3. In those cases where no employees volunteer to work an off-site,
23 overnight assignment, employees will be assigned in inverse order
24 of seniority from the entire facility custody roster, not necessarily
25 the shift the emergency occurs on.
26

1 4. Employee(s) who are assigned to work these assignments for a
2 period of twenty-four (24) hours or more will be on “extended duty
3 assignment”, and will be compensated in accordance with 18.3,
4 below.

5
6 5. Once the list has been established, new names may be added in
7 order of seniority, subject to the approval of the local Appointing
8 Authority or designee.
9

10 **18.2 Crew Supervision Training.** When crew supervision training is provided
11 by the Department of Natural Resources, employees eligible for off-site, overnight
12 assignments will be given an opportunity to attend the training. Employees who attend
13 the training will be selected from the voluntary sign-up list in accordance with Article 17,
14 Overtime. Employees assigned to attend the training will not have their names removed
15 from the off-site overnight assignment list.
16

17 **18.3 Compensation.** Employees on extended duty assignment will be
18 considered to be on continuous duty from the time they commence such duty, including
19 travel time to the fire and until they are released from duty including travel time for
20 return to their non-fire duty station.
21

Employer _____

Union _____

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2 A. During the extended duty assignment, all time will be paid as work time,
3 except that the Employer may deduct up to eight (8) hours of non-work
4 time each day for sleep, provided that the time deducted for sleep includes
5 a period of five (5) continuous hours that are not interrupted by a call to
6 work. Employees that are not provided with five (5) hours of
7 uninterrupted rest in any work day will be compensated at the overtime
8 rate for the entire rest period plus subsequent hours worked until relieved
9 from duty for five (5) hours of uninterrupted rest.

10
11 B. No callback payment will be made for any work during the hours of an
12 extended duty assignment, or the transition back to the regular work
13 schedule.

14
15 C. The beginning of each workweek on extended duty assignment will be
16 unchanged from the last previous workweek on the employee's regular
17 work schedule. Except as provided in Section 18.3(A)(2), all
18 compensable hours of work on an extended duty assignment will be at
19 overtime rates except eight (8) in any workday. All compensable hours
20 on a holiday will be at the overtime rates.

21
22 D. There are no scheduled days off during an extended duty assignment.
23 However, compensable hours on a holiday and all compensable hours in
24 excess of forty (40) straight time hours in any workweek (including hours
25 worked within the same workweek either before or after the extended duty
26 assignment) will be paid at overtime rates.

Employer _____

Union _____

1 E. During an extended duty assignment all hours are duty hours. There is no
2 eligibility for standby pay.

3
4 F. Employees whose regular scheduled work shift entitles them to shift
5 premium for their full shift, or a portion thereof, shall be paid shift
6 premium as follows:

7
8 1. Employees whose regular schedules are all night shifts will continue to
9 receive night shift premium for all paid hours on the extended duty
10 assignment.

11 2. Employees whose regular schedules call for some, but less than four
12 (4) hours of night shift work each day will continue to receive the
13 same number of hours at shift premium during each workday of the
14 extended duty assignment.

15 3. Employees whose regular schedules call for some, but not all full night
16 shifts each week will receive shift premium for all paid hours on those
17 same days during the extended duty assignment.

18
19 **18.4 Return From Extended Duty Assignment.** Upon being relieved from an
20 extended duty assignment, the Employer will approve vacation leave [or compensatory
21 time] to allow a minimum of a five (5) hour break period before the employee's next
22 assigned shift begins.

Employer _____

Union _____

ARTICLE _____
FAMILY AND MEDICAL LEAVE

- X.1 A. Consistent with the federal Family and Medical Leave Act of 1993 (FMLA), an employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of FMLA leave in a twelve (12) month period for any combination of the following:
1. Parental leave for the birth and to care for a newborn child or placement for adoption or foster care of a child and to care for that child; or
 2. Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work; or
 3. Family medical leave to care for a spouse, child, or parent who suffers from a serious health condition that requires on-site care or supervision by the employee.
- B. Entitlement to FMLA leave for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the foster or adopted child.
- C. The one thousand two hundred fifty (1,250) hour eligibility requirement noted above does not count paid time off such as time used as vacation leave, sick leave, personal holidays, or shared leave.
- X.2 The twelve (12) week FMLA leave entitlement is available to the employee, provided that eligibility requirements listed in Section X.1 are met. The FMLA leave entitlement period will be a rolling twelve (12) month period measured forward from the date an

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Union _____

Employer _____

employee begins FMLA leave. Each time an employee takes FMLA leave during the twelve (12) month period, the leave will be subtracted from the twelve (12) weeks of available leave.

X.3 The Employer will continue the employee's existing employer-paid health insurance benefits during the period of leave covered by FMLA. The employee will be required to pay his or her share of health care premiums.

X.4 The Employer has the authority to designate absences that meet the criteria of the FMLA. The use of any paid or unpaid leave for an FMLA-qualifying event will run concurrently with, not in addition to, the use of the FMLA for that event. Employees will be required to exhaust all paid leave prior to using any leave without pay, except for FMLA leave for a work-related injury or illness. Leave for a work-related injury, covered by workers' compensation or assault benefits, will also run concurrently with the FMLA.

X.5 A. Parental leave shall be granted to the employee for the purpose of bonding with his or her natural newborn, adoptive or foster child. Parental leave may extend up to six months, including time covered by the FMLA, during the first year after the child's birth or placement. Leave beyond the period covered by the FMLA may only be denied by the Employer due to operational necessity. Such denial may be grieved beginning at Step X of the grievance procedure in Article X.

B. Parental leave may be a combination of the employee's accrued vacation leave, sick leave for pregnancy disability or other qualifying events, personal holiday, or leave without pay.

X.6 Serious health condition leave consistent with the requirements of the FMLA shall be granted to an employee in order to care for a spouse, child, or parent who suffers from a serious medical condition that requires on-site care or supervision by the employee. Personal medical leave consistent with the requirements of the FMLA shall be granted to an employee for his or her own serious health condition that requires the employee's

absence from work. The Employer shall require that such personal medical leave or serious health condition leave be supported by certification from the employee's or family member's health care provider.

- X.7 Personal medical leave or serious health condition leave covered by the FMLA may be taken intermittently when certified as medically necessary.
- X.8 Upon returning to work after the employee's own FMLA-qualifying illness, the employee will be required to provide a fitness for duty certificate from a health care provider.
- X.9 The employee shall provide the Employer with not less than thirty (30) days' notice before the FMLA leave is to begin. If the need for the leave is unforeseeable thirty (30) days in advance, then the employee shall provide such notice as soon as feasible.

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Employer _____

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ARTICLE 9
GRIEVANCE PROCEDURE

9.1 Terms and Requirements.

A. Grievance Definition. A grievance is an alleged violation of this collective bargaining agreement.

B. Filing A Grievance. The Union may file grievances on behalf of an employee or on behalf of a group of employees. Whenever possible, disputes should be resolved informally, at the lowest level. To that end, all supervisors and employees are encouraged to engage in free and open discussions about disputes.

C. Computation of Time. The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing. Service on the parties is complete when personal service has been accomplished; or upon receipt by facsimile or by the postmarked date if sent by certified mail.

D. Failure To Meet Timelines. Failure by the Union to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the Employer to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.

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1 **E. Contents.**

2 **1. Disciplinary and Disability Separation (Non-Panel) Grievances.** For
3 grievances challenging disability separations or disciplinary actions other than oral and
4 written reprimands, the written grievance must include the following:

- 5 (a) A statement of the pertinent facts surrounding the grievance;
6 (b) The date upon which the employee received notification of the action
7 taken;
8 (c) A copy of the written notice of the action being grieved;
9 (d) The requested remedy;
10 (e) The name of the business representative or shop steward representing the
11 grievant; and
12 (f) Signature of the affected employee, the business representative or shop
13 steward. The affected employee must sign the grievance prior to or at the
14 Step 1 hearing.

15
16 **2. Non-Disciplinary and Non-Disability Separation (Panel) Grievances.**
17 For all grievances except those described in E.1. above, the written grievance must
18 include the following information:

- 19
20 (a) A statement of the pertinent facts surrounding the grievance;
21
22 (b) The date upon which the incident occurred;
23
24 (c) The steps taken to informally resolve the grievance, the individuals
25 involved in the attempted resolution, and the results of such discussion;
26
27 (d) The requested remedy;

1
2 (e) Name of the business representative or shop steward representing the
3 grievant;

4
5 (f) A specific description of how each cited alleged violation has occurred;
6 and

7
8 (g) Signature of the affected employee(s), the business representative or shop
9 steward. The affected employee(s) must sign the grievance prior to or at
10 the Step 1 hearing.
11

12 **F. Requests For Clarification.** The Employer will not be required to
13 process a grievance until the information required by Article 9.1(E) is provided.
14 Grievances which do not meet the above conditions, or are otherwise unclear, shall be
15 identified by the Employer and referred back to the Union for clarification. Clarification
16 shall be provided, in writing, within five (5) calendar days of receipt of the request for
17 clarification.
18

19 **G. Modifications.** Alleged violations and/or the requested remedy may be
20 modified only by written mutual agreement of the parties.
21

22 **H. Resolution.** If the Employer provides the requested remedy or a mutually
23 agreed-upon alternative, the grievance will be considered resolved and may not be moved
24 to the next step.
25

26 **I. Withdrawal.** A grievance may be withdrawn at any time.
27

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1 **J. Resubmission.** If terminated, resolved or withdrawn, a grievance cannot
2 be resubmitted.

3
4 **K. Group Grievances.** No more than three (3) grievants will be permitted to
5 attend a single grievance meetings.

6
7 **L. Consolidation.** Either party may consolidate grievances arising out of the
8 same set of facts.

9
10 **M. Bypass.** Any of the steps in this grievance procedure may be bypassed
11 with mutual written consent of the parties involved at the time the bypass is sought.

12
13 **9.2 Disciplinary and Disability Separation (Non-Panel) Grievance**
14 **Processing.** Grievances appealing an employee's disciplinary action or disability
15 separation will be processed as follows:

16
17 **A. Filing.** A grievance must be filed within twenty-one (21) days after the
18 date the employee receives written notice of his or her disciplinary action or disability
19 separation.

20
21 **Step 1 – Grievance Filing and Initial Review.** The Union may present a written
22 grievance to the DOC Headquarters Labor Relations Office within the twenty-one (21)
23 day period described above. The agency head or designee will meet with a business
24 representative and/or shop steward and the grievant within twenty-one (21) days of
25 receipt of the grievance, and will respond in writing to the Union within twenty-one (21)
26 days after the meeting.

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1 **Step 2 – Demand For Arbitration.** If the grievance is not resolved at Step 1, the
2 Union may file a demand for arbitration (with a copy of the grievance and response
3 attached). It will be filed upon the Director of the OFM Labor Relations Office
4 (OFM/LRO) and the DOC Headquarters Labor Relations Office within fourteen (14)
5 days of receipt of the Step 1 decision. Within fourteen (14) days of the receipt of the
6 arbitration demand, the OFM/LRO will either:

7
8 1. Schedule a pre-arbitration review meeting with the OFM/LRO Director or
9 designee, an agency representative, and the Union’s business representative to review and
10 attempt to settle the dispute. If the matter is not resolved in this pre-arbitration review,
11 the Union may file a demand to arbitrate the dispute with the Federal Mediation and
12 Conciliation Service (“FMCS”) within fourteen (14) days of the meeting.

13 OR

14 2. Notify the Union in writing that no pre-arbitration review meeting will be
15 scheduled. Within fourteen (14) days of this notice, the Union may file a demand to
16 arbitrate the dispute with the FMCS.

17
18 **9.3 Non-Disciplinary, Non-Disability Separation Grievance Processing.**
19 All grievances other than disability separations or disciplinary action described in Section
20 9.2 above, will be processed as follows:

21
22 **A. Filing.** A grievance must be filed within twenty-one (21) days after the
23 date the alleged violation occurred, or the date the grievant became or should have
24 become aware of the issue giving rise to the grievance. The employee or representative
25 shall utilize this twenty-one (21) day period for attempting to informally bring about
26 settlement. Attempts at informal resolution shall at a minimum include discussions with

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1 a manager who has the authority to resolve the issue. The employee or representative
2 shall indicate that the discussion relates to an issue of a potential grievance.

3
4 **B. Processing.**

5
6 **Step 1 – Grievance Filing And Initial Review.** If an issue is not resolved
7 informally, the Union may present the grievance, in writing, to the local
8 Human Resources Office within the twenty-one (21) day period described
9 above. During those hours when the local Human Resource office is
10 closed, grievances may be placed in a designated drop box. In such cases,
11 the grievance should be placed in an envelope and must be dated and
12 signed by the highest level authority on site. The timeframes for hearing
13 the grievance at Step 1 shall begin on the first day the Human Resource
14 Office is open. The appointing authority or designee will meet with a
15 business representative and/or shop steward and the grievance within
16 twenty-one (21) days of receipt of the grievance, and will respond in
17 writing to the Union within (14) days after the meeting.

18
19 **Step 2 — Grievance Resolution Panel.** Within fourteen (14) days of receiving
20 the Step 1 decision, the Union may move the grievance to the Grievance
21 Resolution Panel referenced in Article 10 (“Panel”). The request shall be
22 sent to DOC Headquarters Labor Relations Office and must include:

- 23 (1) A copy of the grievance;
24 (2) A copy of the Step 1 response; and
25 (3) The reason(s) the Step 1 response is unacceptable.

26 Any majority decision rendered by the Grievance Resolution Panel is final and binding
27 on all parties to the case. If the panel is unable to reach a joint decision on the grievance,

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1 except those related to oral and written reprimands, the Union may file a demand to
2 arbitrate the dispute with the FMCS within fourteen (14) days of the Panel meeting.

3
4 **9.4 Arbitrator Selection.** The parties will select an arbitrator by mutual
5 agreement or by alternately striking names supplied by the FMCS unless they otherwise
6 agree in writing.

7
8 **9.5 Authority of the Arbitrator.** The arbitrator will have the authority to
9 interpret the provisions of this Agreement to the extent necessary to render a decision on
10 the case being heard. The arbitrator will have no authority to add to, subtract from, or
11 modify any of the provisions of this agreement, nor will the Arbitrator make any decision
12 that would result in a violation of this Agreement. The arbitrator will be limited in his or
13 her decision to the grievance issue(s) set forth in the original grievance unless the parties
14 agree to modify it. The Arbitrator will not have the authority to make any award that
15 provides an employee with compensation greater than would have resulted had there been
16 no violation of the Agreement. The arbitrator will hear arguments on and decide issues
17 of arbitrability before the first day of arbitration at a time convenient for the parties,
18 immediately prior to hearing the case on its merits or as part of the entire hearing and
19 decision-making process. If the issue of arbitrability is argued prior to the first day of
20 arbitration it may be argued in writing or by telephone, at the discretion of the arbitrator.
21 Although the decision may be made orally, it will be put in writing and provided to the
22 parties. The decision of the Arbitrator will be final and binding upon the Union, the
23 Employer and the grievant.

24
25 **9.6 Arbitration Costs.** The expenses and fees of the arbitrator, and the cost
26 (if any) of the hearing room will be shared equally by the parties. If the arbitration
27 hearing is postponed or cancelled because of one party, that party will bear the cost of the

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1 postponement or cancellation. The costs of any mutually agreed upon postponements or
2 cancellations will be shared equally by the parties. If either party desires a record of the
3 arbitration, a court reporter may be used. If that party purchases a transcript, a copy will
4 be provided to the arbitrator free of charge. If the other party desires a copy of the
5 transcript, it will pay for half of the costs of the court reporting fee, the original transcript
6 and the arbitrator's copy. Each party is responsible for the costs of its representatives and
7 witnesses. Grievants and their witnesses will not be paid for preparation for, travel to or
8 from, or participation in arbitration hearings, but may use leave for such activities.

9
10 **9.7 Scheduling and Leave Time.**

11 **A. Step One Grievance Meetings.** The Employer has discretion in
12 scheduling Step 1 grievance meetings, provided that seventy-two (72) hours' notice will
13 be provided to the grievant and his/her representative prior to the date and time of the
14 meeting. Every effort will be made to schedule the meeting during the grievant's normal
15 working hours. Grievance meetings held during off-duty hours of the grievant and/or
16 representative shall not be compensated.

17
18 **B. Grievance Resolution Panel Meetings and Arbitrations.** The Employer
19 will approve vacation leave, [compensatory time], or leave without pay for a shop
20 steward or a grievant or a contact/spokesperson, in cases where there is more than one (1)
21 grievant, to attend the Grievance Resolution Panel hearing and arbitration.

22
23 **C. Attendance at Meetings/Hearings.** Unless there is an emergent reason,
24 failure by the Union or the grievant to attend and participate in a scheduled grievance
25 meeting shall constitute waiver of the grievance.

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ARTICLE 14
HIRING AND APPOINTMENTS

14.1 Filling Positions. [To be negotiated in coalition bargaining per RCW 41.80].

14.2 Inter-Institutional Transfers.

A. Transfer/Voluntary Demotion Requests. Employees who have gained permanent status within their current job classifications may request a transfer or voluntary demotion to another institution/regional office by submitting a transfer/voluntary demotion application for action to Local Human Resources office of the gaining institution/regional office. Request for transfer must be within the employee's current classification. Requests for demotion must be to a classification in which the employee previously held permanent status. These requests will remain active for six (6) months.

B. Criteria For Approval. If there is a position available after consideration of bids, employees requesting a transfer or voluntary demotion will be provided the opportunity for an interview if they meet the following criteria:

- (1) The employee has demonstrated the skills, aptitude, and overall suitability for such work; and
- (2) There are no disciplinary action(s) within the last year in the personnel file; and
- (3) There is no pending disciplinary action, involving reductions-in-pay,

1 demotions, or suspensions.

2 Employees, who are interviewed but not offered a position, may within seven (7)
3 calendar days from the date of notification of non-selection, request from the Appointing
4 Authority the reason(s) for not receiving the transfer. When requested by the employee,
5 the reason(s) shall be provided in writing by the Appointing Authority or designee.

6

7 **14.3 Abolishing or Relocating Positions.** The Employer agrees to notify the
8 Union in writing of their intent to abolish funded positions, hold vacant a position for
9 thirty (30) calendar days or more, or relocate funded positions to another
10 institution/regional office.

11

12 **14.4 Permanent Status.** An employee will attain permanent status in a job
13 classification upon his or her successful completion of a probationary, trial service, or
14 transition review period.

15

16 **14.5 Types of Appointment.**

17 **A. Non-Permanent Appointments.** The Employer may make non-
18 permanent appointments to fill in for the absence of a permanent employee, during a
19 workload peak, while recruitment is being conducted, or to reduce the possible effects of
20 layoff. Non-permanent appointments will not exceed twelve (12) months except when
21 filling in for the absence of a permanent employee. A non-permanent appointee must
22 have the skills and abilities required for the position. When the Employer converts a non-
23 permanent appointment to a permanent appointment, the employee will serve a
24 probationary or trial service period.

25 **1. Non-Permanent Appointments Within The Agency.** Permanent
26 employees within an institution/regional office will be considered for non-permanent
27 appointments within the same institution/regional office prior to on-call employees or to

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1 other non-permanent employees. A permanent employee that accepts a non-permanent
2 appointment within the Agency will have the right to return to their bid position at the
3 completion of the non-permanent appointment; provided, that the employee has not left
4 their original non-permanent appointment.

5 **2. Non-Permanent Appointments Outside The Agency.** An employee
6 with permanent status may accept a non-permanent appointment to another State agency.
7 At least fourteen (14) calendar days prior to accepting the appointment, the employee
8 must notify his or her current appointing authority of the intent to accept a non-permanent
9 appointment. Upon notification of the employee's intent, the employee's current
10 appointing authority will notify the employee, in writing, of any return rights to the
11 institution/regional office and the duration of those return rights. At a minimum, the
12 agency must provide the employee access to the agency's internal layoff list.

13 **3. Termination of Non-Permanent Appointments.** The Employer may
14 end a non-permanent appointment at any time by giving one (1) working day's notice to
15 the employee.

16
17 **B. On-Call Employment.** The Employer may fill a position with an on-call
18 appointment when the work is intermittent in nature, is sporadic and does not fit a
19 particular pattern. The Employer may end on-call employment at any time by giving one
20 (1) working day's notice.

21
22 **C. In-Training Employment.** The Employer will document the in-training
23 program, including a description and length of the program. A candidate who is initially
24 hired into an in-training position must successfully complete the job requirements of the
25 appointment. The Employer may separate from state service, any employee who has
26 completed the probationary period for an in-training appointment but does not
27 successfully complete the subsequent trial service periods required by the in-training

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1 program. Employees who are not successful may be separated at any time with one (1)
2 working day's notice from the Employer. An employee with permanent status who
3 accepts an in-training appointment will serve a trial service period or periods, depending
4 on the requirements of the in-training program. The Employer may revert an employee
5 who does not successfully complete the trial service period or periods at any time with
6 one (1) working day's notice. The employee's reversion right will be to the job
7 classification the employee held permanent status in prior to his or her in-training
8 appointment, in accordance with this Article. A trial service period may be required for
9 each level of the in-training appointment, or the entire in-training appointment may be
10 designated as the trial service period. The Employer will determine whether a trial
11 service period will be required for each level of the in-training appointment, or whether
12 there will be a single trial service period. If there will be a single trial service period for
13 an in-training appointment involving more than one level, the Employer will determine
14 the length of the trial service period. If a trial service period is required for each level of
15 the in-training appointment, the employee will attain permanent status upon successful
16 completion of the training program at each level. If the entire in-training program—
17 meaning all levels within the in-training appointment—is designated as a trial service
18 period, the employee will attain permanent status upon successful completion of the
19 training requirements for the entire in-training program.

20
21 **D. Project Employment.** The Employer may appoint employees into project
22 positions for which employment is contingent upon state, federal or local grants, or other
23 special funding of specific and limited time duration. The Employer will notify the
24 employees, in writing, of the expected ending date of the project employment.
25 Employees who have entered into project employment without previously attaining
26 permanent status will serve a probationary period. Employees will gain permanent
27 project status upon successful completion of their probationary period. Employees with

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1 permanent project status will serve a trial service period when they promote to another
2 job classification within the project or transfer or voluntarily demote within the project to
3 another job classification in which they have not attained permanent status. The
4 Employer may consider project employees with permanent project status for transfer,
5 voluntary demotion, or promotion to non-project positions. Employees will serve a trial
6 service period upon transfer, voluntary demotion, or promotion to a non-project position
7 in a job classification that the employee has not previously attained permanent status in.
8 When the Employer converts a project appointment into a permanent appointment, the
9 employee will serve a probationary or trial service period. The layoff and recall rights of
10 project employees will be in accordance with the provisions of Article 31, Layoff and
11 Recall.

12
13 **E. Designation and Termination of Non-Permanent, On Call, In-**
14 **Training, and Project Positions.** The designation of a non-permanent, on-call, in-
15 training or project position, or the termination of non-permanent, on-call, in training or
16 project position, is not subject to the grievance procedure.

17
18 **14.6 Review Periods.**

19 **A. Probationary Period.**

20 **1. Length of Probationary Period.** Every part-time and full-time
21 employee, following his or her initial appointment to a permanent position will serve a
22 probationary period. Employees initially appointed into the following job classifications
23 will serve a twelve (12) month probationary period due to the need to complete job-
24 specific training programs:

- 25 a. Correctional Officer 1 and 2;
26 b. Correctional Counselors 1, 2, and 3;
27 c. Correctional Mental Health Counselors 1, 2 and 3;

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1 d. Classification Counselors 1, 2 and 3.
2 All other newly hired employees will serve a six (6) month probationary period.
3

4 **2. Calculation of Probationary Period.** The probationary period
5 will begin on the first day of an employee's probationary appointment. An employee
6 who transfers or is promoted prior to completing his or her initial probationary period
7 will serve a new probationary period. The Appointing Authority may grant day-for-day
8 credit for time already served in probationary status.

9 **3. Conversion of Non-Permanent Appointments.** If an employee
10 in a non-permanent appointment is subsequently appointed permanently to the same or
11 similar position, the Employer may count time worked in the non-permanent position, the
12 Employer may count time worked in the non-permanent appointment towards the
13 probationary period for the permanent position.

14 **4. Extension of Probationary Period.** The Employer may extend an
15 employee's probationary period on a day-for-day basis for any day(s) that the employee
16 is on leave without pay or shared leave except for leave taken for military service.

17 **5. Separation.** The Employer may separate a probationary employee
18 at any time during the probationary period. The Employer will provide the employee five
19 (5) working days written notice prior to the effective date of the separation. However, if
20 the Employer fails to provide five (5) working days notice, the separation will stand and
21 the employee will be entitled to payment of salary for five (5) working days, which time
22 the employee would have worked had notice been given. Five-day notice deficiencies
23 will not result in an employee gaining permanent status.

24 **6. Separation Review.** The separation of an employee will not be
25 subject to the grievance procedure in Article 9. However, the employee may request and
26 will receive a review of the separation by the Secretary or designee. Such review must be
27 requested within fourteen (14) calendar days from the effective date of the written

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1 separation notice. This request, however, shall not act as a suspension of the designated
2 separation date.

3

4 **B. Trial Service Period.**

5 **1. Length of Trial Service Period.** Except for those employees in
6 an in-training appointment, all employees with permanent status who are promoted, or
7 who voluntarily accepts a transfer or demotion into a job classification for which they
8 have not previously obtained permanent status, will serve a trial service period of six (6)
9 consecutive months. The Employer may extend the trial service period to no more than
10 twelve (12) consecutive months due to specific documented training requirements.

11 **2. Extension of Trial Service Period.** An employee serving a trial
12 service period will have his or her trial service period extended, on a day-for-day basis
13 for any day(s) that the employee is on leave without pay or shared leave, except for leave
14 taken for military service.

15 **3. Reversion Rights.** An employee serving a trial service period
16 may voluntarily revert at any time or the Employer, with one (1) working day's written
17 notice, may revert an employee who does not successfully complete his or her trial
18 service period. Reversion will be to a funded permanent position within the agency that
19 is:

20 a. Vacant or filled by a non-permanent employee and is within the
21 employee's previously held job classification.

22 b. Vacant or filled by a non-permanent employee at or below the employee's
23 previous salary range.

24 The reversion option, if any, will be determined by the Employer using the order listed
25 above. In both (a) and (b) above, the Employer will determine the position the employee
26 may revert to and the employee must have the skills and abilities required for the
27 position. Pursuant to Article 19, reverted employees will be permitted to exercise any bid

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1 rights they may have in the classification to which they are reverted. An employee who
2 has no reversion options or does not revert to the highest classification in which he or she
3 previously attained permanent status may request that his or her name be placed on the
4 agency's internal layoff list and into the General Government Transition Pool Program
5 for positions in job classifications where he or she had previous attained permanent
6 status.

7

8 **4. Reversion Review.** The reversion of employees who are
9 unsuccessful during their trial service period is not subject to the grievance procedure in
10 Article 9. However, any trial service employee notified of an involuntary reversion may
11 request and will receive a review of the reversion by the Secretary or designee. Such
12 review must be requested within fourteen (14) calendar days from the effective date of
13 the written reversion notice. This request, however, will not act as a suspension of the
14 designated reversion date.

15

16 **14.7 Withdrawal Rights.** Permanent employees have the right to withdraw a
17 resignation or a notice of transfer, promotion and/or demotion to another
18 region/institution or another state agency by submitting a written notice of such
19 withdrawal at any time within 72 hours (excluding Sundays and holidays) after
20 submission of the notice. The Appointing Authority thereafter may accept a withdrawal
21 of any such notice at any time prior to the effective date. Employees who resign
22 following a pre-disciplinary meeting may not withdraw their resignations.

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1 **ARTICLE 40**

2 **HOLIDAYS**

3
4 **40.1 Paid Legal Holidays.** Employees will be provided the following paid
5 non-working holidays per year:
6

7	New Year's Day	January 1
8	Martin Luther King Jr.'s Birthday	Third Monday in January
9	Presidents' Day	Third Monday in February
10	Memorial Day	Last Monday in May
11	Independence Day	July 4
12	Labor Day	First Monday in September
13	Veteran's Day	November 11
14	Thanksgiving Day	Fourth Thursday in November
15	Friday Immediately Following Thanksgiving	
16	Christmas Day	December 25

17
18 **40.2 Holiday Eligibility and Compensation.**

19 The following rules apply to all holidays except the personal holiday:

- 20 **A. Holiday Pay.** Employees will be paid at a straight-time rate even though
21 they do not work.
- 22 **B. Holiday Worked.** In addition to subsection A above, employees will be
23 compensated for the hours actually worked on a holiday at the overtime
24 rate, in accordance with Article 17, Overtime. [Comp time will be in 17].
- 25 **C. Part-Time Eligibility.** Part-time employees who were employed before
26 and after the holiday and for a period of at least twelve (12) calendar days
27 during the month (not including the holiday) will be compensated in cash
28 or compensatory time for the holiday in an amount proportionate to the

1 time in pay status during the month to that required for full-time
2 employment.

3 **D. Full-Time Employees On Leave Without Pay.** A full-time employee
4 who would otherwise be entitled to a holiday but is on leave without pay
5 will receive compensation for the holiday provided he or she has been in
6 pay status for eighty (80) non-overtime or non-standby hours during the
7 month, not counting the holiday. Compensation for holidays other than
8 full-time employees during leave without pay will be proportionate to the
9 time in pay status required for full-time employment. The employee must
10 be employed before and after the holiday and for a period of at least
11 twelve (12) calendar days during the month in addition to the holiday.
12

13 **40.3 Holiday Designation.**

14 **A. Monday-Friday Schedule.** For full-time employees with a Monday-
15 through-Friday work schedule, when a holiday falls on a Saturday, the
16 Friday before will be the holiday, and when a holiday falls on a Sunday,
17 the following Monday will be the holiday.

18 **B. All Other Schedules.** For full-time employees who do not have a
19 Monday-through-Friday work schedule, when a holiday falls on the
20 employee's scheduled workday that day will be considered the holiday.
21 When a holiday falls on the employee's scheduled day off, the Employer
22 will treat the employee's workday before or after as the holiday.

23 **C. Night Shift Employees.** The holiday for night shift employees whose
24 schedule begins on one (1) calendar day and ends on the next will be
25 determined by the Employer. It will start either at the beginning of the
26 scheduled night shift that begins on the calendar holiday or the beginning
27 of the shift that precedes the calendar holiday. The decision will be the
28 same for all employees in a facility unless there is agreement to do

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1 otherwise between the Employer and one (1) or more affected employees,
2 or with the Union, which will constitute agreement of the employees.
3

4 **40.4 Personal Holidays.**

5 **A. Eligibility.** An employee may choose one (1) workday as a personal
6 holiday to take off with pay during the calendar year if the employee has been or is
7 scheduled to be continuously employed by the state for more than four (4) months.

8 **B. Release For Personal Holiday.** An employee who is scheduled to work
9 less than six (6) continuous months over a period covering two (2) calendar years will
10 receive only one (1) personal holiday during this period. The Employer will release the
11 employee from work on the day selected as the personal holiday if:

- 12 • The employee has given at least fourteen (14) calendar days' written
13 notice to the supervisor; provided, however, the employee and the
14 supervisor may agree upon an earlier date; and
- 15 • The number of employees selecting a particular day off does not prevent
16 the agency from providing continued public service.

17 **C. Carryover.** Personal holidays must be taken during the calendar year or
18 the entitlement to the day will lapse, except that the entitlement will carry over to the
19 following year when an otherwise qualified employee has requested a personal holiday
20 and the request has been denied. The employee will attempt to reschedule his or her
21 personal holiday during the balance of the calendar year. If he or she is unable to
22 reschedule the day, it shall be carried over to the next calendar year.

23 **D. Multiple Requests.** The Agency may establish qualifying policies for
24 determining which of the requests for a particular date will or will not be granted when
25 the number of requests for a personal holiday will impair operational necessity.

26 **E. Compensation For Part-Time Employees.** Part-time employees who are
27 employed during the month in which the personal holiday is taken will be compensated

1 for the personal holiday in an amount proportionate to the time in pay status during the
2 month to that required for full-time employment.

3 **F. Compensation For Full-Time Employees.** A personal holiday for full-
4 time employees will be equivalent to their work shift on the day selected for personal
5 holiday absence.

6 **G. Donation of Personal Holiday For Shared Leave.** Part or all of a
7 personal holiday may be donated as shared leave, in accordance with Article 46, Shared
8 Leave. Any portion of a personal holiday that remains or is returned to the employee will
9 be taken in one (1) absence, not to exceed the work shift on the day of the absence,
10 subject to the request and approval as described in B, C, and D above.

11 **H. Use of Personal Holiday For Family Care.** Upon request, an employee
12 will be approved to use part or all of his or her personal holiday for the care of family
13 members as required by the Family Care Act, Chapter 296-130 WAC. Any portion of a
14 personal holiday that remains will be taken by the employee in one (1) absence, not to
15 exceed the work shift on the day of the absence, subject to the request and approval as
16 described in B, C, and D above.

ARTICLE ____
HOURS OF WORK

X.1 **Definitions**

- A. Full-time Employees: Employees who are scheduled to work forty (40) hours per workweek.
- B. Part-time Employees: Employees who are scheduled to work less than forty (40) hours per workweek.
- C. Workday: One of seven (7) consecutive, twenty-four (24) hour periods in a workweek.
- D. Work Schedules: Workweeks and work shifts of different numbers of hours may be established by the Employer in order to meet business and customer service needs, as long as the work schedules meet federal and state laws.
- E. Work Shift: The hours an employee is scheduled to work each workday in a workweek.
- F. Workweek: A regularly re-occurring period of one hundred and sixty-eight (168) hours consisting of seven (7) consecutive twenty-four (24) hour periods. Workweeks will be designated by the appointing authority. If there is a change in their workweek, employees will be given written notification by the appointing authority.

X.2 **Determination**

The Employer will determine whether a position is scheduled work period, non-scheduled work period or overtime exempt.

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Employer _____

Union _____

1 **X.3 Scheduled Work Period Employees**

2 **A. Regular Work Schedules**

3 The regular work shift for scheduled work period employees will consist of not more
4 than eight (8) consecutive hours of work (excluding any meal period) in a twenty-four
5 (24) hour period. For scheduled work period employees, the workweek will consist
6 of five (5) consecutive uniform work shifts followed by two (2) consecutive days off.
7 For scheduled alternate employees, the work week will consist of four (4) consecutive
8 uniform work shifts of not more than ten (10) consecutive hours of work (excluding
9 any meal period) by three (3) consecutive days off.

10
11 **B. Alternate Work Schedules**

12 Staff in positions not requiring mandatory relief, may request the employer to
13 consider the establishment of scheduled alternate work schedules. If a request for an
14 alternate work schedule is denied, the employer will meet with the employee and
15 discuss the reason for the denial.

16
17 **C. Employer Initiated Schedule Changes**

- 18 1. The Employer will provide scheduled work period employees with seven (7)
19 calendar days notice of a shift and/or days off change unless the change is at the
20 written request of the employee.
- 21 a. If the Employer changes the assigned hours or days of scheduled work
22 period employees without giving them at least seven (7) calendar days
23 notice of the change, employees will paid for all time worked outside the
24 scheduled hours or days at the overtime rate for the duration of the notice
25 period.
- 26 b. When changes in employees' assigned hours or days are made without
27 proper notice, employees may work their scheduled hours or days unless
28 the Employer deems that:
- 29 i. The employee s are unable to perform satisfactorily as the result of
30 excessive overtime hours; or

1 ii. The work that normally would have been performed within the
2 scheduled hours or days cannot be performed.

3 c. The Employer is not obligated to pay for those scheduled hours or days
4 not worked, unless the employee is on an authorized leave of absence with
5 pay.

6 d. Overtime pay and shift or schedule change pay will not be paid for the
7 same incident.

8 2. In the event of an emergency, such as fire duty, riots, etc., contingency scheduling
9 in accordance with Article X, Extended Duty Assignment will apply.

10
11 D. Employee-Requested Schedule Changes

12 Scheduled work period employees' workweek and work schedule may be changed at
13 the employee's request and with the Employer's approval, provided the Employer's
14 business and customer service needs are met and no overtime expense is incurred.

15
16 X.4 **Non-scheduled Work Period Classifications**

17 Conditions of employment may necessitate adjustment of hours by such employees
18 within forty (40) working hours within the workweek. Non-scheduled work period
19 employees are expected to observe normal working hours unless work requirements call
20 for varying the schedule to complete duties within the forty (40) hour workweek as
21 agreed to by the supervisor prior to deviation from the normal work hours.

22
23 X.5 **Overtime Exempt Employees**

24 Overtime-exempt employees are not covered by federal or state overtime laws.
25 Compensation is based on the premise that overtime-exempt employees are expected to
26 work as many hours as necessary to provide the public services for which they were
27 hired. These employees are accountable for their work product, and for meeting the
28 objectives of the agency. The Employer's policy for all overtime-exempt employees is as
29 follows:
30

- 1 A. The Employer determines the products, services, and standards, which must be met
2 by overtime-exempt employees.
3
- 4 B. Overtime-exempt employees are expected to work as many hours as necessary to
5 accomplish their assignments or fulfill their responsibilities and must respond to
6 directions from management to complete work assignments by specific deadlines.
7 Full-time overtime-exempt employees are expected to work a minimum of forty (40)
8 hours in a workweek and part-time overtime-exempt employees are expected to work
9 proportionate hours. Overtime-exempt employees may be required to work specific
10 hours to provide services, when deemed necessary by the Employer.
11
- 12 C. The salary paid to overtime-exempt employees is full compensation for all hours
13 worked.
14
- 15 D. Overtime-exempt employees are not authorized to receive any form of exchange time
16 or overtime compensation, formal or informal.
17
- 18 E. Appointing authorities may approve overtime-exempt employee absences with pay
19 for extraordinary and excessive hours worked, without charging leave.
20
- 21 F. If they give notification and receive the Employer's concurrence, overtime-exempt
22 employees may alter their work hours. Employees are responsible for keeping
23 management apprised of their schedules and their whereabouts.
24
- 25 G. Prior approval from the Employer for the use of paid or unpaid leave for absences of
26 two (2) or more hours is required, except for unanticipated sick leave.
27

28 **X.6 Scheduled Days Off**

29 Except in cases of emergency, no employee will be required to return to his or her place
30 of employment on his or her scheduled day off.
31

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1 X.7 **Shift Exchange**

2 Employees within an institution who have the same job classification will be allowed to
3 exchange full shifts for positions in which they are qualified in accordance with the
4 following:

5
6 A. Request for shift exchanges will be submitted seven (7) calendar days in advance of
7 the exchange, when practicable.

8
9 B. The requested shift exchange is voluntary, and is agreed to in writing by both
10 employees, and approved in writing by the supervisor(s) for exchanges of no more
11 than one (1) week. Requests for consecutive shift exchanges in excess of one (1)
12 workweek will be submitted to the appropriate appointing authority or designee for
13 approval. If such request is denied, the employee will be provided the reason(s) in
14 writing for the denial.

15
16 C. Requested shift exchanges will be considered on a case-by-case basis.

17
18 D. Employees will not submit requests for shift exchanges, which would result in
19 overtime. Each employee will be considered to have worked his or her regular
20 schedule.

21
22 E. For shift exchanges that occur on an employee's designated holiday, the employee
23 who is regularly scheduled to work on that holiday will receive the holiday
24 compensation, regardless of who physically worked on that day.

25
26 F. The failure of an employee who has exchanged shifts to work the agreed upon shift
27 without appropriate cause may be a basis for disciplinary action.

28
29 The shift exchange system will not be used to circumvent the bid system by significantly
30 altering an employee's workweek or supervisory chain of command.

31
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1 **X.7 Hours of Work for Scheduled Work Period Employees**

2 A. Shift Start

3 The shift will start at the beginning of the employee's scheduled hours of work at the
4 location designated by Management, provided that the location designated by
5 Management will not require the employee to perform work related activities
6 (including attendance, chit or equipment exchange, or pass-down) prior to the shift
7 start time. At the Mc Neil Island facility, the shift will start at the beginning of the
8 employee's scheduled hours of work, regardless of location.

10 B. Scheduled Work Period Employees Unpaid Meal Periods

11 The Employer and the Union agree to unpaid meal periods that vary from and
12 supersede the unpaid meal period requirements required by WAC 296-126-092.
13 Unpaid meal periods for employees working more than five (5) consecutive hours, if
14 entitled, will be a minimum of thirty (30) minutes and will be scheduled between the
15 second (2nd) and fifth (5th) hour of the shift at a time designated by the Employer.
16 Employees may leave the facility during the unpaid meal period via authorized
17 routes. Employees who pass through master control will be allowed a brief amount
18 of duty time to get from their post to master control and to return to their post from
19 master control. Employees may be assigned duties to perform during this time. If the
20 Employer requires an employee to maintain radio, phone, or pager contact during the
21 unpaid meal period the employee will be in standby status.

23 C. Interrupted Unpaid Meal Period

24 When an employee's unpaid meal period is interrupted by a directive from a
25 supervisor to perform any work related activity, or the employee responds to an
26 emergency consistent with Emergency Response procedures, the employee may be
27 entitled to receive another thirty (30) minute meal period, if that meal period can be
28 initiated no later than the fifth (5th) hour of the shift. In the event an employee is
29 unable to complete the unpaid meal period, due to operational necessity, the
30 employee will be entitled to compensation for the entire thirty (30) minute meal

1 period. Meal periods may not be used for late arrival or early departure from work
2 and meal and rest periods will not be combined.
3

4 D. Double Shifts and Meal Periods

5 When an employee works a double shift, the Employer will not require the employee
6 to take an unpaid meal period during the second shift. Employees will be permitted
7 to eat intermittently as time allows during their shift while remaining on duty.
8

9 E. Scheduled Work Period Employee Paid Meal Periods for Straight Shift Schedules

10 The Employer and the Union agree to paid meal periods that vary from and supersede
11 the paid meal period requirements of WAC 296-126-092. Employees working
12 straight shifts will not receive a paid meal period, but will be permitted to eat
13 intermittently as time allows during their shifts while remaining on duty. Paid meal
14 periods for employees on straight shifts do not require relief from duty.
15

16 F. Scheduled Work Period Employee Rest Periods

17 The Employer and the Union agree to rest periods that vary from and supersede the
18 rest periods required by WAC 296-126-092. Employees will be allowed rest periods
19 of ten (10) minutes for each one (1) half shift of four (4) or more hours worked at or
20 near the middle of each one (1) half shift of four (4) or more hours. Rest periods do
21 not require relief from duty. Where the nature of the work allows employees to take
22 intermittent rest periods equivalent to ten (10) minutes for each half shift, scheduled
23 rest periods are not required. Rest periods may not be used for late arrival or early
24 departure from work and rest and meal periods will not be combined.
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ARTICLE 31
LAYOFF AND RECALL

31.1 Basis For Layoff. Layoffs may occur for any of the following reasons:

- A. Lack of funds;
- B. Lack of work;
- C. Good faith reorganization;
- D. Ineligibility to continue in a position that was reallocated;
- E. Termination of a project; or
- F. Fewer positions available than the number of employees entitled to such positions either by statute or other provision.

31.2 Voluntary Layoff, Leave of Absence or Reduction in Hours.

Appointing authorities may allow an employee to volunteer to be laid off, take an unpaid leave of absence or reduce his or her hours of work in order to reduce layoffs. If it is necessary to limit the number of employees on unpaid leave at the same time, the Appointing Authority will determine who will be granted a leave of absence and/or reduction in hours based upon staffing needs. Employees who volunteer to be laid off may request to participate in the General Government Transition Pool Program and/or have their names placed on the internal layoff list for the job classifications in which they held permanent status.

31.3 Non-Permanent and Probationary Employees.

Employees with permanent status shall not be separated from state service through a layoff action without first being offered positions they have the skills and ability to perform within their current job classification within the layoff unit currently held by non-permanent, and

Employer _____

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1 probationary employees. Non-permanent employees will be separated from employment
2 before probationary employees.

3
4 **31.4 Temporary Layoff.** The Employer may temporarily layoff an employee
5 for up to ninety (90) calendar days due to an unanticipated loss of funding, revenue
6 shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual
7 reasons. Employees will normally receive notice of five (5) calendar days of a temporary
8 layoff. An employee who is temporarily laid off shall not be entitled to be paid any leave
9 balance, bumped to any other position or be placed on the internal layoff list.

10
11 **31.5 Layoff.** Employees will be laid off in accordance with seniority, as
12 defined in Article 39, Seniority, subject to the employee possessing the required skills
13 and abilities for the position.

14
15 **31.6 Layoff Units.** A layoff unit is defined as the geographical entity or
16 administrative/organizational unit within the Department of Corrections used for
17 determining available options for employees who are being laid off. The layoff units will
18 be by order as follows:

19 **A. County.** The County in which the employee's permanent work station is
20 located shall be considered the first layoff unit.

21 **B. County Group.** If no option is available within the County layoff unit,
22 the County group in which the employee's permanent work station is
23 located shall be considered the layoff unit. County groups are as follows:

24 **1. Group 1.**

25 Benton, Chelan, Columbia, Douglas, Franklin, Kittitas, Klickitat,
26 Walla Walla and Yakima.

Employer _____

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1 **2. Group 2.**

2 Adams, Asotin, Ferry, Garfield, Grant, Lincoln, Okanogan, Pend
3 Oreille, Spokane, Stevens and Whitman.

4 **3. Group 3.** Clallam, Jefferson, Skagit, Snohomish and Whatcom.

5 **4. Group 4.**

6 Clark, Cowlitz, Grays Harbor, Kitsap, Lewis, Mason, Pacific,
7 Skamania, Thurston and Wahkiakum.

8 **5. Group 5.** King and Pierce.

9 **C. Statewide.** If no option is available within the County Group layoff unit,
10 the Statewide layoff unit shall be considered the layoff unit.

11
12 **31.7 Formal Options.** Employees being laid off shall be provided the
13 following options to comparable positions in descending order within the layoff unit:

- 14 A. a funded vacant position for which the employee has the skills and
15 abilities within his or her job classification;
16 B. a funded filled position held by the least senior employee for which the
17 employee has the skills and abilities, within his or her current job
18 classification; and
19 C. a funded vacant or filled position held by the least senior employee for
20 which the employee has the skills and abilities, at the same or lower salary
21 range as their current permanent position, within a job classification in
22 which the employee has held permanent status.

23 Options will be provided in descending order of salary range and one progressively lower
24 level at a time. Vacant positions will be offered prior to filled positions.

Employer _____

Union _____

1 **31.8 Informal Options.** Employees being laid off may be offered funded
2 vacant positions provided they meet the skills and abilities required of the position and
3 the position is at the same or lower salary range as the position in which employee
4 currently holds permanent status.

5
6 **31.9 Notice.** Except for temporary layoffs as provided in Section 31.4,
7 employees with permanent status will be given at least fifteen (15) calendar days written
8 notice before the effective date of the layoff action. If the Employer chooses to
9 implement a layoff action without providing fifteen (15) calendar days notice, the
10 employee shall be paid his or her salary for the days that he or she would have worked
11 had full notice been given. The notice will include the basis for the layoff and any
12 options available to the employee. The Union will be provided with a copy of the notice.
13 Employees will be provided five (5) calendar days to accept or decline, in writing, any
14 option provided to them. This time period shall run concurrent with the fifteen (15)
15 calendar days' notice provided by the Employer to the employee. The day that
16 notification is given constitutes the first day of notice.

17
18 **31.10 Salary.** Employees appointed to a position as a result of a layoff action
19 will have their salary determined as follows:

20 **A. Transfer or Bump.** An employee who accepts a transfer or bumps to
21 another position within their current job classification will retain his or her current salary.

22 **B. Voluntary Demotion in Lieu of Layoff and Bump To A Lower**
23 **Position.** An employee who bumps to another position with a lower salary range will be
24 paid an amount equal to his or her current salary provided it is within the salary range of
25 the new position. In those cases where the employee's current salary exceeds the

Employer _____

Union _____

1 maximum amount of the salary range for the new position, the employee will be
2 compensated at the maximum salary of the new salary range.

3 **C. Salary Upon Appointment From An Internal Layoff List.** Employees
4 who are appointed from an internal layoff list to a position with the same salary range
5 from which they were laid off shall be paid the amount in which they were compensated
6 when laid off plus any cost of living adjustments that occurred during the time they were
7 laid off. Employees who are appointed from an internal layoff list to a position with a
8 lower salary range than the position from which they were laid off shall be paid an
9 amount equal to the salary they were receiving at the time they were laid off provided it
10 is within the salary range of the new position. In those cases where the employee's prior
11 salary exceeds the maximum amount of the salary range for the new position, the
12 employee shall be compensated at the maximum salary of the new salary range.

13
14 **31.11 Moving Expense.** When an employee selects an option to a permanent
15 appointment that causes an unreasonable commute and chooses to move, the Employer
16 will pay moving expenses. Household moving expenses will be paid in accordance with
17 Office of Financial Management (OFM) regulations.

18
19 **31.12 Transition Review Period.** The Employer shall require an employee to
20 complete a six (6) month transition review period when the employee accepts a layoff
21 option to a job classification in which he or she has not held permanent status, been
22 appointed from the General Government Transition Pool Program, or been appointed
23 from an internal layoff list. The Employer may extend the transition review period to no
24 more than twelve (12) consecutive months due to specific documented training
25 requirements. The Employer will have the authority to shorten an employee's review
26 period. Employees will receive a permanent appointment to the position upon successful

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Employer _____

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1 completion of the transition review period. The Employer may separate an employee or
2 an employee may voluntarily separate during the transition review period. Upon
3 separation, and at the employee's request, the employee's name shall be placed on or
4 returned to the internal layoff list. The employee will remain on the list until such time as
5 his or her eligibility expires or he or she has been rehired. Separation during the
6 transition review period shall not be subject to the grievance procedure in Article 9.

7
8 **31.13 Layoff Lists.** The Employer will maintain an internal layoff list for each
9 job classification. Employees with permanent status who are laid off may have their
10 name placed on the list for the job classification from which they were laid off or
11 bumped. Additionally, employees may request to have their name placed on the internal
12 layoff list for other job classifications in which they have held permanent status. An
13 employee will remain on internal layoff lists for two (2) years from the effective date of
14 his or her layoff.

15
16 **31.14 Recall.** To be negotiated in coalition bargaining per RCW 41.80.

17
18 **31.15 General Government Transition Pool Program.** Employees who are
19 notified that they are at risk of being laid off or have been laid off may request their
20 names be placed into the General Government Transition Pool Program administered by
21 the Department of Personnel. When a vacancy occurs, the Employer will consider
22 employees in the General Government Transition Pool Program along with all other
23 candidates, all of whom must have the skills and abilities to perform the duties of a
24 position being filled.

Employer _____

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1 **31.16 Project Employment.** Project employees have layoff rights within their
2 project. Formal options will be determined using the procedure outlined in Section 31.6.
3 Permanent status employees who left regular classified positions to accept project
4 employment without a break in service have layoff rights within the agency in which they
5 held permanent status to the job classification they held immediately prior to accepting
6 project employment. Project employees who are separated from state service due to
7 layoff and have not held permanent status in classified service may request their names
8 be placed into the General Government Transition Pool Program.

Employer _____

Union _____

ARTICLE 44
LEAVE WITHOUT PAY

44.1 Mandatory Leave Without Pay. Leave without pay shall be granted for the following reasons:

- (A) Family and Medical Leave (Article 43);
- (B) Compensable work-related injury or illness leave; and
- (C) Military leave.

44.2 Permissive Leave Without Pay. Leave without pay may be granted for the following reasons:

- (A) Educational Leave;
- (B) Governmental Service Leave (not to exceed two years);
- (C) Child Care and Elder Care Emergency Leave;
- (D) U.S. Public Health Service and Peace Corps leave;
- (E) Leave necessary to reasonably accommodate a disability as required by State or Federal law;
- (F) Leave taken voluntarily to reduce the effect of a layoff (Article 31).
- (G) Leave to serve as a Union Business Representative, to serve in collective bargaining negotiations, or to serve on the Grievance Resolution Panel;
- (H) Conditions applicable for leave with pay; and
- (I) As otherwise provided for in this Agreement.

44.3 Time Limitations. Permissive leave without pay for reasons specified in Section 44.2 shall be limited to twelve (12) months or fewer in any consecutive five-year period, except education and governmental service leave.

1 **44.4 Returning Employee Rights.** Employees returning from authorized
2 leave without pay shall be employed in the same position or in another position in the
3 same job classification and the same geographical area, as determined by the Employer,
4 provided that such return to employment is not in conflict with other articles in this
5 Agreement.

6
7 **44.5 Compensable Work-Related Injury of Illness Leave.** An employee
8 who sustains a work-related illness or injury that is compensable under the state workers'
9 compensation law may select time-loss compensation exclusively or leave payments in
10 addition to time-loss compensation, including shared leave in accordance with Article 46,
11 Shared Leave. Employees who take sick leave during a period in which they receive
12 time-loss compensation shall receive full sick leave pay, minus any time-loss benefits.
13 Employees who take vacation leave [or who use compensatory time] during a period in
14 which they receive time-loss compensation shall receive full vacation leave pay [or
15 compensatory time] in addition to any time loss payments, unless the employee is
16 receiving assault benefit compensation equal to full pay. Leave for a work-related injury,
17 covered by workers' compensation or assault benefits, will run concurrently with the
18 FMLA.

19
20 **44.6 Childcare and Elder Care Emergencies.** Leave without pay may be
21 granted for childcare or elder care emergencies and is limited to a maximum of three (3)
22 days per calendar year. Paid leave may also be used for childcare and elder care
23 emergencies, subject to the limitations above.

Employer _____

Union _____

ARTICLE 41
LICENSURE AND CERTIFICATION

When a license and/or certification is required as part of the minimum qualifications for a job classification or the position requires any specialized license (e.g. driver's license, including CDL), the employee shall be responsible for the cost of the certification and/or license and all renewal costs. When a new certification/license is required, the Employer will reimburse the employee for its cost and all renewal costs. Employees will notify their Appointing Authority or designee if their license or certification has been revoked or suspended within twenty-four (24) hours or prior to their next scheduled shift, whichever occurs first, of the revocation or suspension.

ARTICLE 3
MANAGEMENT RIGHTS

3.1 Management Rights. It is understood and agreed that the Employer possesses the sole right and authority to operate the institutions/offices and to direct all employees, subject to the provisions of this agreement and federal and state law. These rights include, but are not limited to the right to:

- (A) Determine the Employer's mission, strategic plan, policies and procedures;
- (B) Determine and control the Employer's budget;
- (C) Plan, direct, control, and determine the operations or services to be conducted by employees;
- (D) Determine the size, composition, and direct the work force;
- (E) Hire, assign, reassign, evaluate, transfer, promote, or retain employees;
- (F) Discipline or discharge for just cause;
- (G) Effect a layoff;
- (H) Make, publish, and enforce reasonable rules and regulations;
- (I) Implement new or improved methods, equipment or facilities;

_____ (Union)

_____ (Management)

1 (J) Determine reasonable performance requirements, including quality and
2 quantity of work;

3
4 (K) Determine training needs and methods of training, and train employees;

5
6 (L) Take any and all actions as may be necessary to carry out the mission of
7 the Department in emergency situations;

8
9 (M) Utilize non-permanent and on-call employees;

10
11 (N) Schedule days and hours of work and overtime as necessary;

12
13 (O) Determine the method, technological means, number of resources and
14 types of personnel by which work is performed by the Department; and

15
16 (P) Establish, allocate, reallocate or abolish positions, and determine the skills
17 and abilities necessary to perform the duties of such positions.

18
19 The Employer's non-exercise of any right, prerogative or function shall not be deemed a
20 waiver of such right or establishment of a practice.

21
22 **3.2 Union Contract Violations.** In the event the Employer suspects a
23 violation of the Collective Bargaining Agreement by any Union representative, the
24 Employer may submit a written request to the Union for a formal review of the matter.
25 The Union shall respond in writing within twenty-one (21) calendar days of receipt of the
26 request outlining the steps they have taken to resolve the concerns of the Employer.

_____ (Union)

_____ (Management)

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ARTICLE 22
MISCELLANEOUS LEAVE

22.1 Court or Administrative Leave. The time spent by an employee on behalf of the Employer in court or at an administrative hearing will be considered time worked. Travel and per diem expenses shall be paid by the Employer. Employees will promptly inform the Employer when they receive a subpoena. A subpoenaed employee will receive paid leave during scheduled work time to appear as a witness in a court or administrative hearing for work related cases unless he or she is a party in the matter and is not represented by the Attorney General’s Office of the State of Washington, or has an economic interest in the matter. This section does not apply to proceedings conducted under the grievance and arbitration procedure of this Agreement.

22.2 Jury Duty. Employees will receive paid leave and be allowed to retain any compensation paid to them for their jury duty service. Employees will promptly inform the Employer when notified of his or her jury duty summons. If selected to be on a jury, employee-requested shift schedule changes may be approved to accommodate jury duty service. If employees are released from jury duty and there are more than two (2) hours remaining on the work shift, they may be required to return to work.

22.3 Military Leave And Notification. Employees shall notify the Employer of his or her fifteen (15) working days active duty training no later than October 31 of each year for the following calendar year. All other military duty dates (to include weekend drills) shall be submitted to the Employer upon receipt of such orders. Employees shall attempt to schedule the leave on his or her regular days off. In accordance with RCW 38.40.060, employees will be granted fifteen (15) working days paid leave to be used for active duty or active duty training, to include weekend drills. In addition to the fifteen (15) working days of paid leave granted to employees for active

1 duty or active duty training, unpaid military leave shall be granted in accordance with
2 RCW 38.40.060 and applicable federal law. Employees on military leave shall be
3 entitled to reinstatement at the end of such service as provided in RCW 73.16 and federal
4 law.

5

6 **22.4 Employee Advisory Service.** Employees will receive paid leave to
7 receive an initial assessment from the Employee Advisory Service.

8

9 **22.5 State Examinations and Interviews.** When approved, employees will
10 receive paid leave during a scheduled work day for examinations or interviews for state
11 employment.

12

13 **22.6 Family Care.** Employees will be authorized to use sick leave or other
14 paid time off to care for a sick family member as required by the Family Care Act,
15 Chapter 296-130 WAC.

16

Employer _____

Union _____

ARTICLE 1
NON-DISCRIMINATION

1.1 Policy Statement. Under this Agreement, neither party will discriminate against employees on the basis of age, sex, marital status, veteran status, race, sexual orientation, religious or political affiliation, creed, color, national origin, or any real or perceived sensory, mental or physical disability. Bona fide occupational qualifications based on the above traits do not violate this Section. The parties agree that sexual harassment shall not be tolerated within the workplace.

1.2 Review Processes Available to Employees. The Employer and the Union agree it is important that employees who feel they have been the subject of discrimination address these issues and seek resolution. Employees are encouraged to discuss such issues with their supervisor or other management staff, or file a letter of complaint or Internal Discrimination Complaint (IDC) within the agency. In those cases where an employee files a grievance and an IDC regarding the alleged discrimination, the grievance process shall be suspended until such time as the IDC investigation has been completed. Other avenues available to employees are through the Human Rights Commission (HRC), or the Equal Employment Opportunity Commission (EEOC). Employees who file an HRC or EEOC complaint shall not initiate or pursue grievances over the discrimination allegation(s). If after filing a grievance an employee chooses to file a complaint with the HRC or EEOC, the grievance regarding the alleged discrimination will be considered withdrawn.

Employer _____

Union _____

ARTICLE _____

OVERTIME

X.1. **Determination and Assignment of Overtime**

A. Right to Assign

The Employer has the right to require an employee to work overtime. When the Employer determines that overtime is necessary and determines to assign such overtime to a bargaining unit employee, the Employer will:

1. Identify the job classification to be assigned the overtime, the number of positions requiring overtime, the specific post assignments and the anticipated duration of the overtime.
2. Assign overtime as voluntary or mandatory, as set forth in this Article.

B. Voluntary Sign-up List

Voluntary overtime will be assigned from one (1) voluntary overtime sign-up list. The voluntary overtime sign-up list for each day and each shift for an entire month will be posted by the 15th of the preceding month and will be posted by job classification. The list will have a column for employee name, time and date signed up, seniority date, shift and days off, and work extension telephone number. The volunteering employee must complete all columns on the sign-up list. An employee will not specify the post(s) they are available or not available to work on overtime. The voluntary sign-up list will also have a column that allows volunteering employees to remove their name from the list. Employees may add or remove their name from the sign-up list in person, by radio, telephonically, or by either initialing the appropriate column. Four (4) hours prior to the start of the shift requiring overtime, the sign-up list will be pulled and no further additions or deletions will be made.

1 C. Eligibility for Voluntary Overtime

2 All employees will be eligible to sign-up for voluntary overtime except those:

- 3
- 4 1. Who are on reassignment to home;
- 5 2. As otherwise provided in this Article.
- 6

7 Employees are responsible for accurately reporting their eligibility for voluntary

8 overtime.

9

10 D. Assignment of Voluntary Overtime

11 All available positions on each shift will be offered to the employees on the voluntary

12 sign-up list based on seniority date. Volunteers may select any position available, but

13 on-duty employees who have signed up on the volunteer overtime list for the next

14 scheduled shift may not refuse an assignment of overtime. However, if a

15 prescheduled overtime assignment is unavailable because the position has been filled,

16 the employee volunteering for such prescheduled overtime may decline a different

17 overtime assignment. The Employer will fill vacancies in advance of those shifts

18 where vacancies are known. Supervisors responsible for assigning the overtime may

19 fill known vacancies up to two (2) weeks in advance using the volunteer sign-up list.

20 The Employer will document the date and time each assignment is made. In the event

21 the most senior employee is not on duty or cannot be reached, i.e. no answer the next

22 employee in descending order will be contacted. A good faith effort must be made

23 and documented to contact volunteers in a timely manner to ensure they have enough

24 time to arrive at work in advance of the shift in question. Telephone calls placed to

25 employees who are off duty who have volunteered to work overtime will not be

26 considered time worked. Once an employee has accepted an overtime assignment

27 they cannot refuse to work that overtime assignment. Employees that are assigned to

28 work overtime as a result of signing up on the volunteer sign-up list will not be

29 entitled to callback compensation.

30

1 E. All Call

2 After the voluntary sign-up list has been exhausted and prior to the assignment of
3 mandatory overtime, the Employer will solicit volunteers who are already on duty
4 ("All Call"). If more than one employee responds to an all call, the Employer will
5 assign the overtime on a first-come, first-served basis. If there are still insufficient
6 volunteers after the all call, Management may assign mandatory overtime.

7
8 F. Mandatory Overtime

9 When mandatory overtime is required, it will be assigned to employees on duty in
10 inverse order of seniority; provided, that employees will not be required to work
11 mandatory overtime unless the work is contiguous to the end of the employee's
12 normal shift. In those cases where two (2) or more employees are assigned to
13 mandatory overtime and qualified relief becomes available, the employee with the
14 greatest seniority will normally be provided the first opportunity to be relieved from
15 duty. The inverse order will be re-established when the list has been exhausted
16 (employee with the greatest seniority has worked his or her mandatory overtime) or at
17 the beginning of each month, whichever occurs first. An employee will only be
18 subjected to one (1) mandatory overtime assignment per cycle. An employee who has
19 worked two (2) hours or more prior to or following the end of his or her shift, will be
20 considered to have worked his or her mandatory overtime. Upon request, shift rosters
21 indicating mandatory overtime assignments will be available for review by the Union.

22
23 G. Exemptions From Mandatory Overtime

24 Except in an emergency, an employee will be exempt from mandatory overtime under
25 the following conditions:

- 26
- 27 1. An employee on duty for his or her last remaining shift before an approved
28 vacation.
 - 29
 - 30 2. An employee assigned to work mandatory overtime will be excused if the
31 employee finds an on-duty qualified substitute in a timely manner. The

1 substitution will be without regard to seniority and will count as the substitute's
2 mandatory overtime requirement for that cycle.

3
4 3. An employee who has volunteered and worked an overtime shift of two (2) hours
5 or more during the current cycle.

6
7 4. An employee who has a medical condition that is documented in writing by a
8 physician, physician assistant, or licensed mental health professional which
9 specifically precludes him or her from working beyond his or her regularly
10 scheduled shift and whose medical restrictions are for a period of sixty (60)
11 calendar days or less. Extensions of exemption due to a medical condition can be
12 requested by the employee and may be approved by the appointing authority,
13 upon receipt of medical documentation, on a case-by-case basis.

14
15 5. A one-day exemption from mandatory overtime, up to three (3) times per calendar
16 year, for day care emergencies, medical appointments, or for an employee
17 working towards a degree in a higher education course of study. An employee
18 enrolled in higher education will provide the Employer with a copy of the class
19 schedule at the time of enrollment. The employee will provide documentation of
20 all medical appointments where the exemption was granted. The affected
21 employee will be the first to be called when mandatory overtime is required and
22 the employee is on a scheduled workday, irrespective of whether the inverse
23 seniority list has been reestablished due to the start of a new month or it has been
24 exhausted.

25
26 6. If an employee has not had any unscheduled absences in the past calendar quarter,
27 they may claim an exemption from any mandatory overtime in the next calendar
28 quarter. Only one (1) exemption can be earned for each calendar quarter with no
29 unscheduled absence.
30

1
2 H. Failure to Work or Continue to Work Mandatory Overtime

3 An employee who reports him or herself or a family member ill and is unable to work
4 or to continue to work mandatory overtime will be the first to be called when
5 mandatory overtime is required and the employee is on a scheduled workday,
6 irrespective of whether the inverse seniority list has been reestablished due to the start
7 of a new month or it has been exhausted.
8

9 I. Ability to Deny Overtime Assignment

10 The supervisor responsible for assigning overtime may deny a request by an
11 employee to work voluntary or mandatory overtime, under the following
12 circumstances:
13

- 14 1. The employee does not have the current qualifications or certifications to carry
15 out the duties of the position requiring the overtime; or
16
17 2. For reasons that, if allowed, a violation of this Agreement would occur.
18

19 J. Maximum Overtime

20 Except in an emergency, an employee may not be compelled or allowed to work:

- 21 1. More than sixteen (16) hours plus any worked meal periods in a twenty-four (24)
22 hour period; or
23
24 2. More than two (2) consecutive days of overtime. A day of overtime will be
25 considered two (2) hours or more.
26

27 K. Telephone Contact

28 Employees who are required to work beyond their regular quitting time will be
29 allowed to telephonically communicate (within thirty (30) minutes of notice) the
30 need for overtime to affected individuals, except in the case of emergency.
31

1
2 L. On-Call Employees

3 The Employer may assign work to on-call employees prior to assigning overtime.
4

5 X.2 **Determination and Assignment of Overtime**

6 The provisions of sub-section X.1 above, do not apply to employees outside of custody,
7 food service and medical. With respect to employees outside of those areas, the
8 Employer will review qualifications and/or case familiarity in making overtime
9 assignments. If qualifications and/or case familiarity are substantially equal, overtime
10 will be offered in order of seniority and mandated by inverse seniority. Except in an
11 emergency situation, an employee will not work overtime without prior authorization
12 from the Employer.
13

14 X.3 **Overtime Compensation For Positions Designated as Scheduled Work Period**

15 A. Payment for overtime at the rate of time and one-half will be paid for all
16 employees who are working in a position designated as on July 1, 2005 as
17 scheduled work period under any of the following conditions:
18

- 19 1. All work on holidays. Employees required to work a holiday will have the
20 choice of receiving payment or compensatory time accrual and will notify
21 their supervisor of that choice prior to working the holiday overtime.
22
- 23 2. All work required in excess of eight (8) hours in any workday, if the
24 employee is working an eight (8) hour shift. If the employee is working
25 more than an eight hour shift, all work in excess of the employee's
26 regularly scheduled shift.
27
- 28 3. All work required in excess of forty (40) hours in any workweek.
29
- 30 4. All work required before and/or after any scheduled work shift.
31

5. All time required outside the regular working hours for travel on agency business, unless scheduled at the convenience of the employee.

B. An employee may elect to be compensated for overtime hours worked in the form of cash or compensatory time off. Approval to use compensatory time off is not automatic, must be approved in advance, and will be contingent upon the availability of a relief employee(s). Relief may be defined as including authorized on-call employees. Compensatory time will not be used in lieu of sick leave, unless approved in advance by the Appointing Authority.

C. Overtime will be paid in 1/10th increments, except as specifically provided in Article X, Hours of Work.

X.4 Overtime Compensation For Positions Designated as Non-Scheduled Work Period

A. Payment for overtime at the rate of time and one-half will be paid for all employees who are working in a position designated on July 1, 2005 as being a non-scheduled work period under any overtime condition including the following:

1. All work on holidays. Employees required to work a holiday will have the choice of receiving payment or compensatory time and will notify their supervisor of that choice prior to working the holiday overtime.

2. All work required in excess of forty (40) hours in any workweek.

3. All time required for travel on agency business in excess of forty (40) hours in any workweek, unless scheduled at the convenience of the employee.

B. An employee may elect to be compensated for overtime hours worked in the form of cash or compensatory time off. Approval to use compensatory work time off is not automatic, must be approved in advance of the absence, and will be

1 contingent upon the availability of relief employee(s). Relief may be defined as
2 including authorized on-call employees. Compensatory time will not be used in
3 lieu of sick leave unless approved in advance by the Appointing Authority.
4

5 C. Overtime will be paid in 1/10th increments, except as specifically provided for in
6 Article X, Hours of Work.
7

8 **X.5 Compensatory Time**

9 All Correctional Officers and Correctional Sergeants will be entitled to accrue up to three
10 hundred sixty (360) hours of compensatory time. All other employees will be entitled to
11 accrue up to two hundred forty (240) hours of compensatory time. Compensatory time
12 may be voluntarily cashed out at any time except during the month of February. In
13 addition, the full balance of accrued compensatory time must be cashed out at the end of
14 each biennium.
15

16 **X.6 Project Employees**

17 Project employees who have not held permanent civil service status within the job
18 classification, will not volunteer for or be assigned overtime work outside of the project.
19 Required overtime within a project may first be assigned to qualified employees within
20 the project by seniority. The process for assigning the overtime will follow the
21 procedures outlined in this Article.
22

23 **X.7 Employers Right to Assign**

24 Nothing in this Article precludes the Employer from utilizing off-duty staff, which
25 requires the payment of callback, or utilizing an individual to complete a specific
26 assignment.
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ARTICLE 25
PARKING

The Employer will ensure adequate parking space adjacent to or within reasonable distance from each work location. Where a work location is separated from the parking location by a body of water, and where such parking space is not within reasonable walking distance to the boat dock facility, the Employer will provide adequate transportation for employees reporting for duty during each work period.

1 **ARTICLE 12**

2 **PERFORMANCE AND CAREER DEVELOPMENT**

3
4 **12.1 Education and Training.** The Employer and the Union recognize the
5 value and benefit of education and training designed to enhance employees' ability to
6 perform their job duties and to prepare themselves for promotional opportunities.
7 Training and employee development opportunities shall be provided to employees in
8 accordance with agency policies, as available and within budgetary constraints. If a
9 training or employee development opportunity is denied, upon request of the affected
10 employee Management will provide a reason for the denial to the affected employee.
11

12 **12.2 Performance System Strategic Plan.** The Agency shall develop and
13 maintain a Performance System Strategic Plan which outlines organizational/staff
14 development and performance improvement efforts at all levels of the Agency. It is
15 recognized that employees must have the opportunity to contribute to the development of
16 the final plan. The Agency shall provide the Union the opportunity to consider and
17 comment on the plan prior to completion by submitting a copy of the plan to the Union.
18 At the Union's request, the Agency will discuss the plan with them.
19

20 **12.3 Education, Training And Tuition Reimbursement.** Employees are
21 encouraged to further their personal and development goals through job-related and
22 educational courses. Each institution will make available to employees training course
23 announcements that have been provided to the institution. The agency agrees to provide
24 tuition reimbursement in accordance with agency policy to employees for successful
25 completion of job-related and approved educational courses. The agency agrees to
26 provide reimbursement to employees for continuing education credits for successful
27 completion of approved courses necessary to maintain required licenses or certifications.
28

1 **12.4 Orientation And In-Service Training.** The agency agrees to provide
2 orientation and in-service training, as well as professional development opportunities to
3 employees in accordance with agency policies.
4

5 **12.5 Specialized Training.** The agency agrees to provide state-wide minimum
6 standards of training for specialized assignments or required duties, such as Emergency
7 Response Team, Special Emergency Response Team, and other posts, where use of
8 weapons, use of physical force or breathing apparatus are required.
9

10 **12.6 Firearms Qualification.** Employees who are not provided an opportunity
11 to qualify in firearms, will not be permanently reassigned to another post or position.
12

13 **12.7 Self-Defense Training.** Upon request, non-custody employees shall be
14 provided an opportunity to be trained in self-defense.
15

16 **12.8 Policies Access.** Each institution/office shall have available to employees
17 during each shift access to current agency policy directives and institution field
18 instructions pertinent to that institution.
19
20

_____ (Union)

_____ (Employer)

1 **30.4 Documentation and Review.** The performance evaluation process will
2 include, but not be limited to, a written performance evaluation on forms used by the
3 Employer, the employee's signature acknowledging receipt of the forms, and any
4 comments or rebuttal by the employee. A copy of the performance evaluation will be
5 provided to the employee at the time of the review. Upon request, the employee will be
6 entitled to Union representation during such review. The role of the representative is that
7 of an observer and advisor to the employee. The original performance evaluation forms,
8 including the employee's comments or rebuttal, will be maintained in the employee's
9 personnel file.

10
11 **30.5 Grievance Rights.** The evaluation process is subject to the grievance
12 procedure. However, the specific contents of performance evaluations are not subject to
13 the grievance procedure.
14

Employer _____

Union _____

1 **ARTICLE 29**

2 **PERSONNEL AND WORKING FILES**

3
4 **29.1 Personnel File And Working File.** The Employer shall maintain an
5 official personnel file for each employee. The immediate supervisor may also keep a
6 working file for annual performance evaluation purposes. All working file material shall
7 be purged after completion of the employee's annual performance evaluation.
8

9 **29.2 Personnel And Working File Material.** Employees must be provided
10 with a copy of all material placed in their official personnel file related to their job
11 performance. Material placed into the supervisor's working file related to job
12 performance will be brought to the employee's attention. The employee may provide a
13 written rebuttal to any information in the file that the employee considers objectionable.
14 All material placed in the employee's personnel file relating to misconduct will be
15 removed when the employee has been fully exonerated of wrongdoing. The Employer
16 may retain this information in a legal defense file.
17

18 **29.3 Information And Access.** Employees have the right to access their own
19 personnel file. Before any representative of the employee will be granted access to an
20 employee's personnel file, the employee must provide written authorization. The
21 employee and/or representative may not remove any contents of the employee's
22 personnel file. However, an employee and/or representative may request copies of
23 materials in the personnel file. The Employer may charge a reasonable fee for copying
24 any materials beyond the first copy requested by the employee and/or representative.
25

26 **29.4 Disclosure of Personnel File Information.** Upon receipt of any court
27 order, subpoena or public disclosure request seeking documents from an employee's

1 personnel file, the Employer shall notify the employee. In such circumstances, the
2 appointing authority or designee shall provide the affected employee with a copy of the
3 order, subpoena or request. The employee will also be provided a copy of the documents
4 from the personnel file to be disclosed in advance of its disclosure so that the employee
5 may seek a protective order for the information.
6

_____ (Union)

_____ (Management)

1

2

ARTICLE 35

3

PRINTING OF AGREEMENT

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14

35.1 Printing And Distribution. The Employer shall have this Agreement printed, and will provide one copy to each current employee and to each subsequently appointed employee as soon as practicable following the employee's first day of work. The cost of printing such copies of the Agreement shall be borne equally by the agency and the Union. The copy shall be pocket-sized and in book form.

35.2 Additional Copies. The cost of printing of any additional copies of the Agreement, which may be requested by the Union, shall be borne by the Union. Employees who have been furnished a copy of the Agreement shall obtain subsequent copies of the Agreement from the Union.

Tentative Agreement, May 20, 2004

Employer _____

Union _____

ARTICLE 7
REPRESENTATIONAL ACTIVITIES

7.1 Shop Steward Representational Activities. Shop stewards will be released during their normal working hours to attend meetings scheduled by Management within the steward's institution/office for the following representational activities:

- (A) Grievance meetings, including attempts at informal resolution;
- (B) Investigatory interviews in accordance with Article 8, Discipline;
- (C) Employee performance evaluation conference(s); and/or
- (D) Pre-disciplinary meetings.

Shop stewards shall experience no loss of salary for attendance at meetings conducted during their work hours. Attendance at meetings during the shop steward's non-work hours will not be considered as "time worked."

7.2 Authorized Work Time. Unless operating needs exist, shop stewards shall be authorized work time during their normal working hours to represent employees as outlined in Article 7.2 provided:

- (A) The shop steward promptly notifies his/her supervisor of the need to be present at such meetings and receives approval;
- (B) It is for a specified time period; and

- (C) The Shop Steward is not working on a specific task that requires immediate attention.

For purposes of this Article, “operating needs” means circumstances where operational concerns of Management outweigh the necessity for immediate representation, such as emergencies, emergency exercises, lock downs, and disturbances. In such instances, every effort will be made to reschedule the meeting so that a shop steward may attend the meeting during the shop steward’s normal working hours. If the amount of time a shop steward spends performing representational responsibilities is affecting his or her ability to accomplish assigned duties, the Employer will notify the Union and the Union will take action to resolve the problem.

7.3 Identification Of Business Representatives. Within thirty (30) calendar days from the effective date of this Agreement, the Union shall provide the DOC Headquarters Labor Relations Office with a written list of current full-time and part-time Business Representatives and the institution(s)/office(s) for which they are responsible. All Business Representatives shall have background checks and fingerprint checks completed prior to being provided access. The Union shall notify DOC Headquarters Labor Relations Office of any and all changes of Business Representatives within ten (10) calendar days of the change.

7.4 Identification of Shop Stewards. Within thirty (30) calendar days from the effective date of this Agreement, the Union shall provide the local institution Human Resources Office with a written list of current shop stewards. The Union shall notify the local institution Human Resources Office of any and all changes of shop stewards within ten (10) calendar days of the change. The Employer shall not recognize an employee as a shop steward if his or her name does not appear on the list.

Employer _____

Union _____

7.5 Meeting Notices. A copy of meeting notices for grievance meetings and pre-disciplinary meetings shall be forwarded to the Union Headquarters office.

7.6 Steward's Badge. Shop stewards shall be allowed to wear an identifying steward's badge, provided by the Union, at all times while on the Employer's premises.

7.7 Access Privileges. Except in an emergency, Business Representatives shall be entitled to unescorted access to the institutions/offices, following completion of a DOC institution specific security orientation under the following conditions:

- (A) Upon entering the institution/office, the Business Representative shall notify the Superintendent or designees of areas being visited;
- (B) Advance approval must be obtained from the Superintendent or designee to visit control booths, towers, segregation, intensive management and mental health units;
- (C) Business Representatives may meet and greet employees who are working but shall not engage in prolonged discussions, distribute materials, or remove employees from their post; and
- (D) Visits to institutions/offices by representatives of the International Union, or other Union officials may be allowed after discussion of the request between the Secretary-Treasurer and the OCO Deputy Secretary or designee.

A Business Representative may meet with bargaining unit employees in non-work areas during their meal periods, rest periods, and before and after their shifts. The Union

agrees to remain cognizant of the needs of the institution at all times. All activities will be conducted in accordance with the security requirements of the institution.

1 **ARTICLE 13**

2 **SAFETY**

3
4 **13.1 Safety Standards and Principles.** The Employer and the Union agree
5 that the nature of work performed in correctional facilities by employees is recognized as
6 potentially hazardous. Therefore, the Union and the Employer will cooperate in the
7 endeavor to maintain a safe, healthy, and drug and alcohol free work environment. The
8 Employer agrees that no employee should work or be directed to work in a manner or
9 condition that does not comply with accepted safety practices or standards as established
10 by the Agency's Safety and Health Program, Department of Labor and Industries, State
11 of Washington, and other applicable regulatory requirements.
12

13 **13.2 Employer Responsibilities.** Recognizing the inherent risk(s) in a
14 correctional setting, the Employer is obligated to provide a safe workplace and to educate
15 employees on proper safety procedures and use of protective and safety equipment. The
16 Employer is committed to responding to legitimate safety concerns raised by employees.
17 The Employer will comply with federal and state safety standards, including
18 requirements relating to first aid training, first aid equipment and the use of protective
19 devices and equipment.
20

21 **13.3 Employee Responsibilities.** Employees are obligated to work in a safe
22 manner, including but not limited to:
23

24 (A) Observation of safe practices governing their work;
25

26 (B) Use of proper safety devices and protective equipment as required by the
27 Employer;
28

Tentative Agreement, August 17, 2004 – Page 1

Employer _____

Union _____

1 (C) Proper care for state-issued personal protective equipment; and,

2
3 (D) Prompt reporting to their immediate supervisor of any occupational injury
4 or illness, regardless of the degree of severity.
5

6 **13.4 Transportation of Inmates.** The Employer agrees to provide sufficient
7 staff for the transportation of inmates as required by agency policy.
8

9 **13.5 Computer Terminals/Monitors.**
10

11 (A) Employees required to operate computer terminals/monitors will operate
12 all equipment in keeping with the recommendations of the manufacturer
13 and published guidelines adopted by the agency. Employees may request
14 the Occupational Nurse Consultant/designee and/or Information
15 Technology staff to evaluate their work station for the purposes of:
16

17 (1) Adjusting for image quality;
18

19 (2) Ergonomic adjustments that enhance comfort and efficiency; and
20

21 (3) Safety and health practices in the use of the equipment.
22

23 (B) Subject to available funding, and based on an evaluation completed by the
24 Occupational Nurse Consultant/designee, employees required to operate
25 computer terminals/monitors the equivalent of twenty (20) hours per week
26 will be provided and will utilize the following equipment:
27

28 (1) Chairs with adjustable back rests and seats;

Employer _____

Union _____

1
2 (2) Wrist rests; and

3
4 (3) Adjustable screen hoods when needed.
5

6 **13.6 Precaution and Prevention.** Except as provided by Washington
7 Administrative Code, all employees will take necessary action through the proper use of
8 personal protective equipment provided and mandated by the agency to prevent the
9 spread of communicable, environmental and infectious diseases. Employees who are or
10 could potentially be exposed to the body fluids of others will have access at all times to
11 disposable mouth coverings and gloves.
12

13 **13.7 Posting of Safety Information.** The Employer will comply with state and
14 federal requirements regarding the posting of safety-related information. The name and
15 phone number of the Regional Safety Manager and institution Safety
16 Officer/Representative will be posted on all institution safety bulletin board(s). State
17 safety regulation(s) will be maintained by the institution safety officer/representative and
18 will be available upon request.
19

20 **13.8 Safety Committees.** A local institution safety committee will be
21 maintained and will operate at each institution in accordance with Department policy and
22 applicable Washington Administrative Codes.
23

24 **13.9 Safety Committee Meetings.** Safety committee meetings will be held at
25 least quarterly. The committee will be responsible for determining the date, hour,
26 location, and frequency of the meetings. Notices of local meetings will be posted on
27 designated institution safety bulletin board(s), and a copy will be sent to the Union.

1 Safety committee members will not lose pay or related benefits as a result of their
2 attendance at safety committee meetings.

3
4 **13.10 Safety Committee Responsibilities.** The safety committee will:

5
6 (A) Review safety and health inspection reports;

7
8 (B) Identify unsafe conditions or practices and assist in correction of identified
9 unsafe conditions or practices;

10
11 (C) Evaluate accident investigations to determine if the cause of the unsafe
12 condition involved was properly identified and corrected;

13
14 (D) Evaluate the accident and illness prevention program and discuss
15 recommendations for improvement where indicated; and

16
17 (E) Evaluate the availability and condition of protective clothing/equipment,
18 and evaluate the development of new protective clothing/equipment.

19
20 Committee recommendations will be forwarded to the Superintendent for review and
21 action, as necessary. The Superintendent will report such action/information to the
22 Safety Committee as soon as possible.

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13.11 Safety Committee Meeting Minutes. Minutes of safety committee meetings will be taken and kept on file at the local institution and Department of Corrections' headquarters safety office. The minutes will be posted on the designated institution safety bulletin board(s). Minutes will be reviewed by the committee for any corrections and final adoption at the next Safety Committee Meeting. A copy of the minutes will be sent to the Union.

Employer _____

Union _____

ARTICLE 36
SAVINGS CLAUSE

36.1 Savings Clause. If any court or board of competent jurisdiction finds any article, section or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement will remain in full force and effect. If such a finding is made, the parties agree to make themselves available to negotiate a substitute for the invalid article, section or portion.

36.2 Re-Opener for SAP HRMS. The Employer and the Union acknowledge that certain provisions of this Agreement are dependent upon the capacity, scope, and budget of the new SAP Human Resource Management System. If it is determined by the Department of Personnel (consistent with the intent of RCW 41.80.906) that the new SAP Human Resources Management System cannot support the implementation of any provision of this Agreement by July 1, 2005, the parties will reopen that subject.

1 **39.2 Ties.** If two (2) or more employees have the same seniority date or
2 bargaining unit seniority date, ties will be broken in the following order:

- 3 1. Longest total time in either bargaining unit;
- 4 2. Longest continuous time within their current job classification;
- 5 3. Longest continuous time with the agency; and
- 6 4. By lot.

7
8 **39.3 Seniority List.** The Employer will prepare and post seniority lists by
9 institution/office. The list will be updated annually, posted by December 1 of each year,
10 and will contain each employee's name, job classification, and seniority date. Employees
11 will have fourteen (14) calendar days in which to appeal their seniority date to their
12 Human Resources Office, after which time the date will be presumed correct. A copy of
13 the seniority list will be provided to the Union at the time of posting.

14
15 **39.4 Application.** This Article will apply prospectively. Employees will retain
16 their current unbroken state service date, which will become their seniority date.

Employer _____

Union _____

1
2 **ARTICLE _____**

3 **SEVERE INCLEMENT WEATHER AND NATURAL DISASTER LEAVE**
4

5 X.1 If the Employer determines that an institution, office, or work location is non-operational,
6 due to severe inclement weather or natural disaster, the Employer may release non-
7 emergency employees with no loss of pay during the disruption of service or may
8 temporarily layoff employees in accordance with the terms of this Agreement. Non-
9 emergency employees may be reassigned to a similar position at locations within a
10 reasonable driving distance from the non-operational location during the disruption of
11 services.

12
13 X.2 Employees who work their normal hours during the disruption will not receive additional
14 compensation.

15
16 X.3 Employees who report to work late due to severe inclement weather or natural disaster
17 will be allowed up to one (1) hour of paid time. If a work location remains fully
18 operational but an employee is unable to report to work or remain at work because of
19 severe inclement weather or a natural disaster or an employee is late in excess of one (1)
20 hour, the employee may elect to use the following in the order listed:

21
22 A. Accrued vacation leave.

23 B. Accrued sick leave, up to a maximum of three (3) days in any calendar year.
24

25 An employee will only be allowed to use sick leave if he or she has no vacation leave
26 balance. Upon request, employees will be approved to use leave without pay in lieu of
27 vacation or sick leave.
28

29 NOTE: If the parties agree during negotiations that employees may accrue compensatory time,
30 this article will be revised as follows beginning on line 22:
31

Tentative Agreement – July 22, 2004

Employer _____

Union _____

- 1 A. Compensatory time.
- 2 B. Accrued vacation leave.
- 3 C. Accrued sick leave, up to a maximum of three (3) days in any calendar year.

4

5 An employee will only be allowed to use sick leave if he or she has no compensatory

6 time or vacation leave balance. Upon request, employees will be approved to use leave

7 without pay in lieu of compensatory time, vacation or sick leave.

Tentative Agreement – July 22, 2004

Employer _____

Union _____

1
2 **ARTICLE _____**
3 **SHARED LEAVE**
4

5 X.1 State employees may donate vacation leave, sick leave, or personal holidays to a
6 fellow state employee who has been called to service in the uniformed services or
7 who is suffering from or has a relative or household member suffering from an
8 extraordinary or severe illness, injury, impairment, or physical or mental
9 condition which has caused or is likely to cause the employee to take leave
10 without pay or terminate his or her employment. An employee is eligible to
11 request participation in the shared leave program when the employee is able to
12 use accrued vacation leave, sick leave, or a personal holiday. For purposes of the
13 state leave-sharing program, the following definitions apply:
14

15 A. Employee means any employee who is entitled to accrue sick leave or
16 vacation leave and for whom accurate leave records are maintained.
17

18 B. Employee's relative is limited to the employee's spouse, child, stepchild,
19 grandchild, grandparent, or parent.
20

21 C. Household members are defined as persons who reside in the same home
22 who have reciprocal duties to and do provide financial support for one
23 another. This term will include foster children and legal wards even if they
24 do not live in the household. The term does not include persons sharing
25 the same general house, when the living style is primarily that of a
26 dormitory or commune.
27

28 D. Severe or extraordinary condition is defined as serious or extreme and/or
29 life threatening.
30

Tentative Agreement, August 17, 2004

Employer _____

Union _____

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E. Service in the uniformed services means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time national guard duty including state-ordered active duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.

F. Uniformed services means the armed forces, the army national guard, and the air national guard of any state, territory, commonwealth, possession, or district when engaged in active duty for training, inactive duty training, full-time national guard duty, or state active duty, the commissioned corps of the public health service, the coast guard, and any other category of persons designated by the President of the United States in time of war or national emergency.

X.2 An employee may be eligible to receive shared leave under the following conditions:

- A. The employee's agency head determines that the employee meets the criteria described in this section.
- B. For work related illness or injury, the employee has diligently pursued and been found to be ineligible for benefits under chapter 51.32 RCW if the employee qualifies under subsection X.3 A. 1.
- C. The employee has abided by agency policies regarding the use of sick leave if the employee qualifies under subsection X.3 A. 1.

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D. The employee has abided by agency policies regarding the use of vacation leave and paid military leave if the employee qualifies under subsection X.3 A. 2.

E. Donated leave is transferable between employees in different state agencies with the agreement of both agency heads.

X.3 An employee may donate vacation leave, sick leave, or personal holiday to another employee only under the following conditions:

A. The receiving employee:

1. Suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature; or
2. The receiving employee has been called to service in the uniformed services.

B. The illness, injury, impairment, condition, or call to service has caused, or is likely to cause, the receiving employee to:

1. Go on leave without pay status; or
2. Terminate state employment.

C. The receiving employee's absence and the use of shared leave are justified.

1 D. The receiving employee has depleted or will shortly deplete his or her:

2
3
4 1. Vacation leave and sick leave reserves if the employee qualifies
5 under subsection X.3 A. 1; or

6
7 2. Vacation leave and paid military leave allowed under RCW
8 38.40.060 if the employee qualifies under subsection X.3 A. 2.
9

10 E. The agency head permits the leave to be shared with an eligible employee.

11
12 F. The donating employee may donate any amount of vacation leave
13 provided the donation does not cause the employee's vacation leave
14 balance to fall below eighty hours. For part-time employees, requirements
15 for annual leave balances will be prorated.

16
17 G. Employees may not donate excess vacation leave that the donor would not
18 be able to take due to an approaching anniversary date.

19
20 H. The donating employee may donate any specified amount of sick leave
21 provided the donation does not cause the employee's sick leave balance to
22 fall below one hundred seventy-six hours after the transfer. For purposes
23 of sick leave donation, a day equals the donor's monthly sick leave
24 accrual.

25
26 I. The donating employee may donate all or part of a personal holiday. Any
27 portion of a personal holiday that is not used will be returned to the
28 donating employee.
29

Tentative Agreement, August 17, 2004

Employer _____

Union _____

1 X.4 The agency head will determine the amount of donated leave an employee may
2 receive and may only authorize an employee to use up to a maximum of two
3 hundred sixty-one days of shared leave during total state employment, except that
4 a nonpermanent or on-call employee who is eligible to use accrued leave or
5
6 personal holiday may not use shared leave to extend their planned employment
7 period. On-call employees may request and receive shared leave hours equal to
8 the number of hours they worked in the ninety (90) calendar days preceding the
9 date of the shared leave request.

10
11 X.5 The agency head will require the employee to submit, prior to approval or
12 disapproval, a medical certificate from a licensed physician or health care
13 practitioner verifying the severe or extraordinary nature and expected duration of
14 the condition when the employee is qualified under subsection X.3 A. 1. The
15 agency head will require the employee to submit, prior to approval or disapproval,
16 a copy of the military orders verifying the employee's required absence when the
17 employee is qualified for shared leave under subsection X.3 A. 2.

18
19 X.6 Any donated leave may only be used by the recipient for the purposes specified in
20 this section.

21
22 X.7 The receiving employee will be paid his or her regular rate of pay; therefore, one
23 hour of shared leave may cover more or less than one hour of the recipient's
24 salary. The calculation of the recipient's leave value will be in accordance with
25 Office of Financial Management policies, regulations, and procedures. The dollar
26 value of the leave is converted from the donor to the recipient. The leave received
27 will be coded as shared leave and be maintained separately from all other leave
28 balances.

29
Tentative Agreement, August 17, 2004

Employer _____

Union _____

- 1 X.8 All forms of paid leave available for use by the recipient must be used prior to
2 using shared leave when qualified under subsection X.3 A. 1. All forms of paid
3 leave, except sick leave, available for use by the recipient must be used prior to
4 using shared leave when qualified under subsection X.3 A. 2.
5
- 6 X.9 Any shared leave not used by the recipient during each incident/occurrence as
7 determined by the agency director will be returned to the donor(s). The shared
8 leave remaining will be divided among the donors on a prorated basis based on
9 the original donated value and returned at its original donor value and reinstated
10 to each donor's appropriate leave balance. The return will be prorated back based
11 on the donor's original donation.
12
- 13 X.10 All donated leave must be given voluntarily. No employee will be coerced,
14 threatened, intimidated, or financially induced into donating leave for purposes of
15 this program.
16
- 17 X.11 The agency will maintain records which contain sufficient information to provide
18 for legislative review.
19
- 20 X.12 An employee who uses leave that is transferred under this section will not be
21 required to repay the value of the leave that he or she used.
22

Tentative Agreement, August 17, 2004

Employer _____

Union _____

1 **ARTICLE 23**

2 **SICK LEAVE**

3
4 **23.1 Sick Leave Accrual.** Full-time employees will accrue eight (8) hours of
5 sick leave under the following conditions:

6 A. The employee must be employed for fifteen (15) calendar days or more
7 during the month.

8 B. All time in paid status counts towards the minimum requirement, and any
9 leave without pay taken during the month will not be counted toward the minimum
10 requirement.

11 C. Sick leave credit for other than full-time employees will be computed and
12 accrued in an amount proportionate to the time the employee is in pay status during the
13 month to that required for full-time employment.

14 **23.2 Sick Leave Use.** Sick leave will be charged in 1/10th of an hour
15 increments and may be used for the following reasons:

16 A. Illness, injury or disability of the employee or for preventative health care,
17 including medical or dental appointments.

18 B. Exposure of the employee to contagious disease when attendance at work
19 would jeopardize the health of others.

20 C. Disability of the employee due to pregnancy or childbirth.

21 D. The serious health condition of an eligible employee under the Family and
22 Medical Leave Act.

23 E. To provide care to a child with a health condition requiring treatment or
24 supervision as required by the Family Care Act, Chapter 296-130 WAC.

25 F. Preventative health care of relatives or household members up to one (1)
26 day for each occurrence, or as extended by the Agency.

27 G. Illness of a child.

1 H. Illness of relatives or household members, up to five (5) days for each
2 occurrence as extended by the Employer.

3 I. A death of any relative or member of the employee's household that
4 requires the employee's absence from work. Sick leave use for bereavement is limited to
5 three (3) days or as extended by the Agency for travel.

6 For purposes of this Article, relatives are defined for this purpose as spouse, significant
7 other, child or grandchild (including foster and adopted children and grandchildren),
8 parent, parent-in-law, child-in-law, grandparent, sibling, aunt, uncle, niece, nephew, first
9 cousin, sibling-in-law, and corresponding relatives of the employee's spouse or
10 significant other.

11 **23.3 Use of Vacation Leave for Sick Leave Purposes.** An employee will
12 have an option of utilizing any or all vacation leave in lieu of sick leave. When an
13 employee has exhausted all accrued sick leave, the Employer, when requested by the
14 employee, may authorize a leave without pay.

15 **23.4 Restoration of Vacation Leave.** In the event that an employee is injured
16 or becomes ill while on vacation leave, the employee may submit a written request to use
17 sick leave and have the equivalent amount of vacation leave restored. The supervisor
18 may require a written medical certificate.

19 **23.5 Holidays During Sick Leave Periods.** Holidays that occur during sick
20 leave periods will be paid as a holiday and not charged as a sick leave day.

21 **23.6 Sick Leave Reporting and Verification.** An employee must promptly
22 notify his or her supervisor on the first day of sick leave and each day thereafter, unless
23 there is mutual agreement to do otherwise. If the employee is in a position where a relief
24 replacement is necessary, the employee willl notify his or her supervisor at least two (2)
25 hours prior to his or her scheduled time to report to work. Employees will notify their
26 supervisor of scheduled medical appointments. The notice will be provided not less than
27 seventy-two (72) hours, if possible, of the employee scheduling the appointment. The

1 Employer may require a physician's statement or on-going medical verification under
2 any of the following circumstances:

- 3 (A) Any illness which causes an employee to be absent for more than five (5)
4 consecutive work days, or;
- 5 (B) The employee has demonstrated a pattern (e.g. unscheduled leave use
6 before or after a scheduled day off) in the use of unscheduled leave, or;
- 7 (C) To assess whether the employee is seeking to return to work too soon
8 following an illness or injury, or;
- 9 (D) To assess whether it is necessary to protect co-workers or clients from
10 contagious illness; or
- 11 (E) As provided in Article 17.

12 In those cases where an employee is returning to work after an absence of more than five
13 (5) sick days, the Employer may require written certification from the employee's health
14 care provider that the employee is able to return to work and perform the essential
15 functions of the job with or without reasonable accommodation. In those cases where a
16 health care provider is releasing an employee to work with restrictions, notification will
17 be provided to the institution/regional office twenty-four (24) hours prior to the
18 employee's scheduled work shift in order for the Employer to determine if work is
19 available for the employee within their existing job classification. The Employer will
20 approve available accrued leave for the employee during the process of evaluating
21 accommodation options.

22 **23.7 Unscheduled Leave Use: References In Performance Evaluation.** An
23 employee's use of unscheduled leave may be referred to in an employee's performance
24 evaluation when leave abuse has been documented or:

- 25 (A) The employee has demonstrated a pattern (e.g. unscheduled leave use
26 before or after a scheduled day off) in their use of unscheduled leave, or;
- 27 (B) The employee calls in sick after being denied vacation leave,
28 compensatory time, or authorized leave without pay.

Tentative Agreement, August 30, 2004 – Page 3

Employer _____

Union _____

1 However, the mere utilization by an employee of a set number of hours of leave will not
2 be sufficient to establish that an employee is abusing sick leave. The employee will be
3 afforded an opportunity to explain the circumstances surrounding his/her unscheduled
4 leave use prior to any reference being placed in the employee's performance evaluation.
5 If reference is made to use of unscheduled leave in the employee's performance
6 evaluation, the employee will be permitted to submit a statement of rebuttal.

7 **23.8 Unscheduled Leave Abuse: Medical Verification.** When the Employer
8 suspects unscheduled leave abuse, the employee will be provided the opportunity to
9 explain the circumstances surrounding his/her unscheduled leave use prior to placing the
10 employee on medical verification. A medical verification requirement will only be made
11 by the Appointing Authority or designee. When an employee has been placed on medical
12 verification, the employee may request a review of the requirement after ninety (90)
13 calendar days. The employee will be advised of the Appointing Authority's decision
14 following the review.

15 **23.9 No Additional Documentation Or Justification Required.** Employees
16 will not be required to document or justify any leave taken due to illness for themselves
17 or a family member after thirty (30) calendar days from the date of return from a specific
18 absence, provided the requirements of this Article have been followed.

19 **23.10 Leave Request Form After Absence.** Employees will complete a Leave
20 Request form for any unscheduled leave taken immediately upon his or her return to
21 work. The employee will state the general reason or circumstance for leave requested on
22 the form. Failure to properly complete and submit a leave slip within the pay period may
23 result in the absence being treated as an unauthorized leave without pay.

24 **23.11 Sick Leave Annual Cashout.** Each January, employees are eligible to
25 receive payment on a one (1) hour for four (4) hour basis for ninety-six (96) hours or less
26 of their accrued sick leave, if:

- 27 A. Their sick leave balance at the end of the previous calendar year exceeds
28 four hundred and eighty (480) hours;

1 B. The converted sick leave hours do not reduce their previous calendar yer
2 sick leave balance below four and hundred eighty (480) hours; and

3 C. They notify their payroll office by January 31st that they would like to
4 convert their sick leave hours earned during the previous calendar year,
5 minus any sick leave hours used during the previous year, to cash.

6 All converted hours will be deducted from the employee's sick leave balance.

7 **23.12 Sick Leave Separation Cashout.** At the time of retirement from State
8 service or at death, an eligible employee or the employee's estate will receive payment
9 for his or her total sick leave balance on a one (1) hour for four (4) hour basis. For the
10 purposes of this section, retirement will not include "vested out of service" employees
11 who leave funds on deposit with the retirement system. In accordance with State and
12 Federal law, agencies and employees in bargaining units may agree to form Voluntary
13 Employee Beneficiary Associations (tax-free medical spending accounts) funded by the
14 retiree sick leave cash out described above.

15 **23.13 Reemployment.** Former state employees who are re-employed within
16 five (5) years of leaving state service will be granted all unused sick leave credits they
17 had at separation.

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Employer _____

Union _____

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ARTICLE 32
STRIKES AND LOCKOUTS

32.1 No Strikes or Lockouts. It is mutually agreed that neither party shall directly or indirectly authorize, cause, assist, encourage, participate in, ratify or condone any strike (whether economic, unfair labor practice, or sympathy strikes) lockouts, or other slowdown or cessation of work.

32.2 No Authority To Interrupt Operations. Shop Stewards have no authority to take any action interrupting the Employer's business. The Employer recognizes this limitation upon the authorized Shop Stewards and shall not hold the union liable for any unauthorized acts.

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ARTICLE 38
TERM OF AGREEMENT

38.1 Duration. All provisions of this Agreement will become effective July 1, 2005, and will remain in full force and effect through June 30, 2007.

38.2 Opening Period. Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2006 and no later than January 31, 2006. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

38.3 Reopening By Mutual Agreement. This agreement may be reopened during its effective term by mutual consent of both Parties. All requests for negotiations shall be in writing, delivered to the Office of Financial Management's Labor Relations Office or Teamsters Local Union No. 117, and shall specify items proposed for bargaining. Any additions to this Agreement shall be in writing and signed by the Employer and the Union.

IN WITNESS WHEREOF the Parties hereto have set their hands this ____ day of _____, 2005.

TEAMSTERS LOCAL UNION NO. 117

By: John A. Williams, Secretary-Treasurer

STATE OF WASHINGTON

By: _____

Tentative Agreement, May 20, 2004

Union _____

Employer _____

1 **ARTICLE 24**

2 **TRAVEL, MEALS AND EXPENSES**

3
4 **24.1 Unscheduled Overtime.** Employees having to respond to unscheduled
5 overtime requiring work during breakfast, lunch or dinner, which meals would have
6 otherwise been eaten at home, shall receive said meal at institution expense, whether or
7 not such meal occurs during the overtime period.

8
9 **24.2 Swing Shift Holdovers.** Available food shall be provided at institution
10 expense to those swing shift staff required to work two (2) hours or more into the next
11 succeeding shift.

12
13 **24.3 Interrupted Meals.** Employees purchasing meals in institution dining
14 facilities who must return to duty without benefit of finishing the meal shall be
15 reimbursed for its cost.

16
17 **24.4 Meal Tickets.** The price of employee meal tickets shall be reviewed and
18 adjusted annually as determined by Management.

19
20 **24.5 Travel Expenses.** Employees will be promptly reimbursed for travel
21 expenses incurred while on official State business in accordance with Chapter 10 of the
22 Office of Financial Management's State Administrative & Accounting manual.
23 Reimbursement will be processed for payment no later than ten (10) work days after
24 receipt of a properly completed Travel Expense Voucher.

Tentative Agreement, June 21, 2004

_____ Union

_____ Management

1 **ARTICLE 27**

2 **UNIFORMS, TOOLS AND EQUIPMENT**

3
4 **27.1 Required Custody Uniforms.** The Employer will furnish required
5 professional quality and gender appropriate uniforms for custody staff as follows:
6

- 7 (a) Three (3) BDU style pants;
8 (b) Three (3) BDU style – two (2) pocket long sleeve shirts;
9 (c) Three (3) BDU style – two (2) pocket short sleeve shirts; and as
10 necessary,
11 (d) Safety, cold and/or foul weather apparel, including jackets and
12 hats.

13 As determined by the local Appointing Authority, duty belts will be provided to positions
14 whose duties require them. No later than January 1, 2006, each custody employee will be
15 provided the opportunity to be issued to them those items listed in A, B, and C above.
16 Any accessory items (to include shoes) worn with the custody uniform will be dark in
17 color, unless the wearing would cause or aggravate a documented medical condition.
18 The Employer will furnish custody personnel badges. All other custody and specialty
19 team uniforms will be provided in accordance with Agency policy.
20

21 **27.2 Non-Custody Personnel Covered.** If the Employer determines that
22 uniforms are required for food service, health services, maintenance, and/or recreation
23 staff in accordance with agency policy, the Employer will furnish professional quality
24 and gender appropriate uniforms. In addition, the Employer will furnish professional
25 quality and gender appropriate uniforms for other personnel on an institution-by-
26 institution basis.

Tentative Agreement, August 31, 2004 – Page 1

Employer _____

Union _____

1

2 **27.3 Laundering and Maintenance.** Uniforms will be maintained and
3 laundered at institution expense at a location chosen by the Employer. The Employer
4 will not incur the cost if an employee chooses to maintain and launder his or her uniform
5 at a different location.

6

7 **27.4 Damage or Loss of Required Uniforms.** Employees will not be liable
8 for damage to or loss of issued uniforms resulting from normal wear and tear, damage
9 incurred in the performance of duties, or unavoidable loss. Employees will be liable for
10 loss of or damage to uniforms resulting from their own negligence or unauthorized
11 actions. In either case, employees will be responsible for notifying their supervisor of
12 damaged or lost uniforms.

13

14 **27.5 Tools and Equipment.** As established by current practices, the Employer
15 may determine and provide necessary tools and equipment. The Employer will ensure
16 tools and equipment are maintained in a safe working condition and will provide training
17 on the safe operation. The Employer will repair or replace employee-provided tools and
18 equipment if damaged or worn out beyond usefulness in the normal course of business.
19 Employees will be responsible for the safe operation of tools and equipment, reporting
20 any malfunctions or damage and will reimburse the Employer for damage due to
21 negligence or loss by the employee.

Employer _____

Union _____

ARTICLE 6
UNION ACTIVITIES

6.1 Use of State Facilities, Resources And Equipment.

A. Meeting Space and Facilities. At institutions that have a muster, a Business Representative with one (1) days notice may present information a maximum of once per month for each shift. The presentation will begin five (5) minutes prior to muster and will not exceed ten (10) minutes in length. The Shift Commander reserves the right to terminate the presentation in order to complete the muster in a timely fashion. The Employer's offices and facilities may be used by the Union to hold meetings only with prior written authorization of the Appointing Authority or designee.

B. Supplies and Equipment. The Union and its membership shall not use state-purchased supplies or equipment to conduct union business or representational activities.

C. E-mail, Fax Machines, the Internet, Intranets, and Telephones.

Shop stewards may utilize state owned/operated equipment to communicate with the Union and/or Management for the exclusive purpose of administration of this Agreement. Such use shall:

- A. Result in little or no cost to the State;
- B. Be brief in duration and frequency;
- C. Not interfere with the performance of their official duties;
- D. Not distract from the conduct of State business;
- E. Not disrupt other State employees and shall not obligate other employees to make a personal use of State resources;

- F. Not compromise the security or integrity of State information or software;
and
- G. Not include the making of long distance telephone calls.

The Union and its shop stewards shall not use the above-referenced State equipment for Union organizing, internal Union business, advocating for or against the Union in an election or any other purpose prohibited by the Executive Ethics Board. Communication that occurs over state-owned equipment is the property of the Employer.

6.2 Union Bulletin Boards And Designated Newsstands. In each facility or off-site office, the Employer shall continue to provide bulletin board(s) and location(s) for Union-designated newsstand(s) for use by the Union. At the Union's option, the Employer provided bulletin board(s) may be replaced by a locked, covered bulletin board furnished by the Employer. The Union will reimburse the Agency for the cost of the bulletin board. Key access shall be provided to the Superintendent. Material posted on bulletin boards or in the Union-designated newsstands shall be the responsibility of the Union, shall relate only to Union activities or issues, and shall be appropriate to the workplace, politically non-partisan, in compliance with state ethics laws, and identified as union literature. No Union materials shall be posted on employer property except on the assigned bulletin board space, or in the Union-designated newsstands.

6.3 Information Requests. All requests for information from the agency by the Union shall be submitted in writing. Requests shall clearly identify what information is being sought and include the reason for the request. Requests shall not normally extend more than twelve (12) months prior to the date of the request. Only the Secretary-Treasurer or designee from the Union shall submit requests for information. Requests shall be submitted to the DOC Headquarters Labor Relations Office, unless the context of the information request relates to a local issue at a single location. When the Union

Employer _____

Union _____

submits a request for information that the Employer believes is unclear or unreasonable, or which requires the creation or compilation of a report, the Employer will contact the Union and the parties will discuss the scope and costs associated with the request and the amount the Union will pay for receipt of the information.

6.4 Annual Shop Steward Seminar. The Employer agrees to release six (6) shop stewards from each major facility and three (3) shop stewards from each stand-alone minimum facility for the Union's annual Shop Steward Seminar. The seminar will be conducted on a single day in March of each year, unless mutually agreed otherwise. The Union shall give thirty (30) calendar days advance notice of the Shop Steward Seminar to the DOC Headquarters Labor Relations Office. The Employer shall approve vacation leave, [compensatory time], or leave without pay for shop stewards to attend the seminar and travel to and from the seminar. The shop steward and the Employer shall mutually agree to the appropriate amount of travel time.

6.5 Employment With The Union. Employees may be released to participate in union project activities of a specified duration upon request of the Secretary-Treasurer or designee, to the appropriate DOC Deputy Secretary. The request shall cite the duration of the assignment. No more than one (1) agency employee shall be released from any facility/location at any given time. The employee shall use vacation leave, [compensatory time], or leave without pay for this purpose and shall give thirty (30) calendar days advance notice of any scheduled activity request. At the beginning of the project, the employee shall surrender all state issued items including his or her badge and uniforms to the Department and complete a "Report of Outside Employment" form.

ARTICLE 5
UNION/MANAGEMENT RELATIONS

5.1 Collective Bargaining Obligations. The Employer will satisfy its collective bargaining obligation under law before changing a matter that is a mandatory subject of bargaining.

5.2 Labor Management Communication Committee. Labor/Management Communication Committee(s) ("LMCC") will be established at the statewide level and at each local institution. The purpose of the committee is to provide continuing communication between the parties and to promote constructive labor-management relations. The Committee(s) will meet, discuss and exchange information of a group nature and general interest to both parties.

5.3 Committee Composition and Participation. LMCCs shall consist of up to six (6) agency representatives and up to six (6) DOC employed Union representatives. Additional staff of the Union and the Employer may also attend. The Employer and Union will be responsible for the selection of their own representatives. If agreed to by both parties, additional representatives may be added. All Committee meetings will be scheduled on mutually acceptable dates and times. The Union shall provide the Employer with the names of their committee members at least ten (10) calendar days in advance of the date of the meeting in order to facilitate the release of employees. The Employer will release employee representatives to attend committee meetings. Employees attending committee meetings during their work time shall have no loss in pay. Attendance at meetings during employees' non-work time will not be compensated for or considered as time worked. The Union is responsible for paying any travel or per diem expenses of employee representatives.

5.4 Scope of Authority. Committee meetings will be used for discussion only, and the committee shall have no authority to conduct any negotiations, bargain collectively or modify any provision of this Agreement. Nothing in this Article or any committee's activities shall be subject to the grievance procedure in Article 9.

ARTICLE 21
VACATION LEAVE

21.1 Vacation Leave Accrual. After six (6) months of continuous state employment, full-time and part-time employees will be credited monthly with the vacation leave they accrued during the previous six (6) months, according to the rate schedule and vacation leave accrual below. Thereafter, full-time and part-time employees will be credited with vacation leave accrued monthly, according to the rate schedule and vacation leave accrual below. Full-time employees will accrue vacation leave according to the rate schedule below under the following conditions:

A. The employee must be employed for fifteen (15) calendar days or more during the month.

B. All time in paid status counts towards the minimum requirement, and any leave without pay taken during the month will not be counted toward the minimum requirement.

C. Vacation leave credit for other than full-time employees will be computed and accrued in an amount proportionate to the time the employee is in pay status during the month to that required for full-time employment.

During	Paid Vacation
First Year Of current continuous employment	12 days (96 hours)
Second Year Of current continuous employment	13 days (104 hours)
Third and Fourth Years Of continuous current employment	14 days (112 hours)

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1	Fifth, Sixth and Seventh Years	15 days (120 hours)
2	Of continuous current employment	
3		
4	Eighth, Ninth and Tenth Years	16 days (128 hours)
5	Of total employment	
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7	Eleventh Year	17 days (136 hours)
8	Of total employment	
9		
10	Twelfth Year	18 days (144 hours)
11	Of total employment.	
12		
13	Thirteenth Year	19 days (152 hours)
14	Of total employment	
15		
16	Fourteenth Year	20 days (160 hours)
17	Of total employment	
18		
19	Fifteenth Year	21 days (168 hours)
20	Of total employment	
21		
22	Sixteenth Year	22 days (176 hours)
23	Of total employment	
24		

25 **21.2 Accumulation.** Employees may accumulate maximum vacation balances
26 not to exceed two hundred forty (240) hours. However, there are two (2) exceptions that
27 allow vacation leave to accumulate above the maximum:

- 28 A. If an employee's request for vacation leave is denied by the Employer, and
29 the employee is close to the vacation leave maximum, the agency may file
30 an exception to the maximum with the Department of Personnel. If the
31 agency files the exception, the employee's vacation leave maximum will
32 be extended for each month that the Employer must defer the employee's
33 request for vacation leave.
- 34 B. An employee may also accumulate vacation leave days in excess of two
35 hundred forty (240) hours as long as the employee uses the excess balance

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1 prior to his or her anniversary date. Any leave in excess of the maximum
2 that is not deferred in advance of its accrual as described above, will be
3 lost on the employee's anniversary date.
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5 **21.3 Coordination of Leave.** Holidays that occur during vacation periods will
6 be considered as holidays and not charged as vacation days.
7

8 **21.4 Vacation Leave Availability.** The Employer will post a chart on
9 November 15 of each calendar year that indicates the number of employees within each
10 job classification who may be approved scheduled leave for a given period of time. This
11 chart will be posted in a readily accessible area, e.g. Shift office, Food Managers office,
12 Nurses Station, by job classification and shall remain posted until January 1.
13

14 **21.5 Relief Limitations.** Vacations will be scheduled within the limitations of
15 the authorized relief allocated for each shift. In those cases where the authorized relief is
16 shared between shifts within a job classification, vacations will be scheduled based on
17 seniority of all employees within the job classification.
18

19 **21.6 Vacation Selection.** Beginning January 2 of each calendar year,
20 employees shall be scheduled a time, based on seniority, to select up to three (3)
21 segments of available vacation leave during the time period of April 1 through March 31.
22 A "segment" is one (1) or more contiguous days of vacation leave. Any segment which
23 begins on any day between June 1 and August 31 inclusive will not exceed more than ten
24 (10) consecutive days of vacation leave, provided that an employee may select
25 contiguous segments of vacation leave. Off-shift times to select a vacation will not be
26 considered as "time worked" for purposes of computing call back or overtime. If an
27 employee is unable to be present during their scheduled time they may make their choice
28 by telephone, or another individual with written documentation of designation, may

1 select a vacation segment(s) for the employee. If the employee fails to select their
2 vacation during his/her assigned time, the Employer may proceed with scheduling. The
3 employee will be provided an opportunity to select his or her segment(s) at a later date
4 when he or she is available. The Employer will publish the vacation schedule by March
5 1, after considering requests, as well as agency program needs.

6
7 **21.7 Supplemental Requests.** Nothing in the above paragraphs will preclude
8 the right of an employee to request vacation leave or his or her personal holiday at any
9 time. The Employer will consider said request in relation to authorized relief, program
10 needs and the existing published vacation schedule, all of which will take precedence.
11 These requests shall be resolved on a first-come, first-serve basis. Employees will
12 complete a Leave Request Form for any such vacation leave taken immediately upon his
13 or her return to work.

14
15 **21.8 Adequate Leave.** Employees will not request or be authorized to take
16 scheduled vacation leave if they do not have sufficient vacation leave to cover such
17 absence.

18
19 **21.9 Vacation Callback.** No employee on approved vacation leave will be
20 required to return to his or her place of employment until the scheduled leave has ended,
21 except in an emergency situation.

22
23 **21.10 Vacation Cancellation By Management.** Each employee will be granted
24 vacation for the time stipulated on the vacation schedule, except that Local Management
25 with reasonable notice, may cancel or otherwise adjust vacation periods in an emergency.
26 Employees whose leave has been cancelled or adjusted shall be allowed to request
27 alternative leave dates pursuant to Article 21.7.

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1 **21.11 Vacation Cancellation By Employee.** Employee requested cancellations
2 of any portion of an approved segment to the annual vacation schedule must be submitted
3 in writing no later than thirty (30) calendar days in advance of his or her scheduled
4 vacation except in bona fide emergencies. The request is subject to approval by the
5 Employer.

6 **21.12 Additional Approved Vacation Leave.** Accrued vacation time, not to
7 exceed two (2) shifts in any calendar year, shall be granted to an employee with thirty
8 (30) calendar days written notification by the employee. Such time off must normally be
9 granted provided:

10
11 (A) Such leave shall be used in increments of not less than one (1) shift.

12
13 (B) Supervisory denials of the use of such leave are subject to the review of
14 the Superintendent at the employee's written request.

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16 **21.13 Transfer, Promotion, Demotion.** An employee who is transferred,
17 promoted, or demoted between institutions may not be able to retain his or her approved
18 vacation schedule. An employee who is transferred, promoted, or demoted within his or
19 her institution will retain his or her approved vacation schedule. Employees who request
20 adjustments to their approved segments due to a change in work schedule, will submit
21 such request within thirty (30) calendar days from the date of the schedule change, when
22 possible.

23 **21.14 Selection of Paid Leave.** An employee will use and exhaust all
24 compensatory time prior to the use of vacation leave, unless that would cause the
25 employee to exceed the 240 hour vacation leave maximum on his or her anniversary date.

26 **21.15 Cashout.** Upon separation from service, an employee who resigns with
27 fourteen (14) calendar days notice, retires, is laid off, is terminated by the Employer, or
28 upon death, will be paid for all unused vacation leave at the employee's current salary.

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ARTICLE 33
VOLUNTEERS AND GUARDIANS

33.1 Volunteers and Guardians. The Employer will utilize volunteers and guardians only to the extent they will supplement and not supplant classified bargaining unit employees.

33.2 Work With Volunteers and Guardians. Employees shall work collaboratively with volunteers and guardians to enhance community partnerships, community safety and to influence offender behavior. Volunteers and guardians shall not act in any supervisory capacity over bargaining unit employees and shall abide by the security requirements of the institution.

Tentative Agreement, May 20, 2004

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